



RETURN TO:
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**SECOND AMENDED AND RESTATED BY-LAWS OF
ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.
DATED JUNE 20, 2019**

WHEREAS, the members of the Oronoque Village Condominium Association, Inc. (the "Association") approved the Amended and Restated By-laws of Oronoque Village Condominium Association Dated September 12, 2016 and recorded in Volume 4018 at Page 292 of the Stratford Land Records (the "Existing By-laws"); and

WHEREAS, the Association desires to further amend and restate the Existing By-laws pursuant to the terms and conditions of these Second Amended and Restated By-laws of Oronoque Village Condominium Association, Inc. (the "By-laws"); and

WHEREAS, the By-laws shall be recorded in the Stratford Land Records.

NOW THEREFORE, in consideration of the premises recited above, the Existing By-laws are hereby amended and restated in their entirety pursuant to the terms and conditions of these By-laws as follows:

ARTICLE I - GENERAL PROVISIONS AND DEFINITIONS

Section 1. Identification. These are the By-Laws of Oronoque Village Condominium Association, Inc., herein called the "Condominium Association," or "OVCA" a corporation not organized for profit and existing under the laws of the State of Connecticut. The property to which these By-Laws apply is located in Stratford, Connecticut and is more particularly described in the 25 Declarations of Condominium for Condominiums 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 all as amended and as of record appear (collectively, the "Declaration") known as "Oronoque Village". The property has been submitted to the provisions of the Unit Ownership Act, Chapter 825 of the Connecticut General Statutes, Revision of 1958, as amended, and as the same may exist from time to time.

Section 2. Condominium Association. There has been formed a non-stock corporation consisting of the unit owners of Oronoque Village as set forth in Section 1 above, which is and shall be the condominium association for all unit owners in Oronoque Village, pursuant to said Unit Ownership Act. Each unit owner or owners shall, by virtue of holding title to a unit, become a member of Oronoque Village Condominium Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut, and consisting of all unit owners within the overall community known as Oronoque Village. Unit owner or owners shall hold one (1) membership for each unit so held by said owner or owners.

Section 3. Applicability. The provisions of these By-Laws are applicable to the Property of the Condominium Association and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings, and all other improvements thereon (including the units, the common elements and the limited common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which are intended to be submitted to the

provisions of said Unit Ownership Act of the State of Connecticut. The term "Board of Directors" as used herein shall mean the Board of Directors of the Condominium Association. All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner shall be bound by all of the provisions contained in the Certificate of Incorporation, the Declaration, the By-Laws of said Condominium Association, and the rules and regulations as they presently exist or as they may be amended hereafter from time to time. The acceptance of a deed or conveyance or the act of occupancy of a unit shall constitute an agreement that these By-Laws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, will be complied with.

Section 4. Captions. The captions inserted herein are only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provisions thereof.

Section 5. Charges. "Charges" shall mean common charges, fines, regular assessments, special assessments, late fees, interest, attorneys' fees and costs as permitted by these By-Laws and by law.

Section 6. Declaration(s). "Declaration(s)" shall have the meaning set forth in Article 1 of the Amended and Restated Declaration of Oronoque Village Condominium Association dated 9/16/2008 and recorded in Volume 3319 at Page 100 of the Stratford Land Records as amended as of the date hereof and recorded in Book 4008 at Page 339 of the Stratford Land Records.

Section 7. District Officer. "District Officer" means the District Representative, Alternate District Representative, District Secretary and District Treasurer.

Section 8. Domestic Partner. "Domestic Partner" means the partner of an unmarried individual, who is living with such individual in a committed relationship.

Section 9. Election Year. "Election Year" shall mean October 1 through September 30.

Section 10. Entity Unit Owner. "Entity Unit Owner" shall mean a trust, corporation, limited liability company, partnership or similar entity that is the owner of a Unit.

Section 11. Fiscal Year. "Fiscal Year" shall mean July 1 through June 30.

Section 12. Gender. It is the intention of these By-Laws to be gender and entity neutral and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 13. House Facilities. "House Facilities" shall mean the North Clubhouse ("NCB") located at 600 North Trail, the South Clubhouse ("SCB") located at 10 Midwood Trail, the Mini Farms (.73 acres of land located on Oronoque Lane) and all recreational facilities now or hereafter owned or managed by OVCA, including the bocce courts, but excepting the Racquet Sports Facility and the Swimming Pool Facilities.

Section 14. Office. The office of the Condominium Association shall be located at the General Office, Oronoque Village, 600 North Trail, Stratford, Connecticut.

Section 15. OVTD. "OVTD" shall mean the Oronoque Village Tax District, a taxing district established on October 29, 1979 pursuant to the provisions of Connecticut General Statutes Sections 7-324 et seq.

Section 16. Racquet Sports Facility. "Racquet Sports Facility" shall mean the racquetball sports courts and its related facilities located on North Trail across from the NCB.

Section 17. Resident Domestic Partner. "Resident Domestic Partner" shall mean a Domestic Partner of a Resident Unit Owner who resides in a Unit with the Resident Unit Owner.

Section 18. Resident Spouse. "Resident Spouse" shall mean a Spouse of a Resident Unit Owner who resides in a Unit with the Resident Unit Owner.

Section 19. Resident Unit Owner. "Resident Unit Owner" shall mean a Unit Owner who resides in a Unit, or in the case of an Entity Unit Owner, a resident of the Unit holding (individually or together with another resident person) at least fifty (50%) percent ownership in the Entity Unit Owner.

Section 20. Spouse. "Spouse" shall mean a partner in a marriage or civil union, recognized under the laws of any State of the United States, to a Unit Owner.

Section 21. Swimming Pool Facilities. "Swimming Pool Facilities" shall mean, the pool facilities located at 600 North Trail and 10 Midwood Trail.

Section 22. Unit. "Unit" shall mean those areas identified as units in the Declarations and these By-Laws and set forth in the Stratford Land Records referred to in Article I, Section 1 of these By-Laws and with a direct exit to a public street or highway or to common elements leading to such street or highway.

Section 23. Unit Occupant. "Unit Occupant" shall mean, individually and collectively, a Unit Owner and/or any occupant, over the age of majority, residing in its Unit, whether or not under a lease in accordance with Article IX, Section 1(C).

Section 24. Unit Owner. "Unit Owner" shall mean the person, persons collectively (if more than one person owns a Unit), corporation, partnership, trust, limited liability company or other legal entity including the Condominium Association having legal title to the Unit, but does not include a person or entity having an interest in the Unit solely as security for an obligation. Title to Units may be taken in the name of an individual or in the name of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or trust or partnership, or limited liability company (an "Entity Unit Owner") or in the name of a fiduciary.

ARTICLE II - DISTRICTS

Section 1. Number. As set forth in Schedule X, annexed hereto and made a part hereof, entitled, Oronoque Village—Proposed Voting Districts—South Side and North Side, there shall be eleven (11) voting districts (each, a “District”). Each shall be separate from the other, operating as autonomous bodies, within the framework of these By-Laws.

Section 2. Elected Representatives. Each District shall elect the following:

(A) A District Representative, who shall serve on the Board of Directors of the Condominium Association with full voting powers, and one (1) Alternate Representative who shall serve on the Board of Directors of the Condominium Association in the absence of the District Representative. The Alternate may, and should, attend Condominium Association meetings but cannot vote or engage in discussion when the District Representative is present. Alternates shall preside at District meetings in the absence of the District Representative.

Commencing with the first election after the Effective Date of these By-Laws, District Representatives and Alternate District Representatives shall be elected for a maximum of two consecutive 2-year terms except that, at the end of the 4-year period, if no one volunteers to fill the District Representative position, the then current District Representative may serve continuing 1-year terms until a new candidate is elected to serve.

(B) A Maintenance Representative, who shall serve on the Condominium Association Maintenance Committee and act as a liaison between Unit Owners and the Maintenance Department of the Condominium Association for open service requests, and one (1) Alternate Maintenance Representative, both of whom shall serve for one (1) year terms. The Alternate Maintenance Representative may, and should, attend and participate in Maintenance Committee meetings but cannot vote when the Maintenance Representative is present.

(C) A Secretary who shall record proceedings of District meetings and carry out other clerical duties proper to the office. Also, in the absence of both the District Representative and the Alternate, 25% of the District Unit Owners may request the Secretary to call and preside at any regular or special meetings of the District upon notification to Unit Owners at least three (3) days and no more than fifteen (15) days prior to such meetings, stating the purpose, time and place of the meeting. The Secretary shall be required to submit the results of any District electoral voting to the Secretary of the Condominium Association Board of Directors.

(D) A Treasurer who shall administer funds collected by the District.

(E) A Social Activities Representative who shall serve on the Condominium Association Social Activities Committee and act as coordinator of social events within the District, and one (1) Alternate Social Activities Representative, who shall serve when the Social Activities Representative is absent or unable to act. The Alternate Social Activities Representative may, and should, attend and participate in Social Activities Committee meetings but cannot vote when the Social Activities Representative is present.

Section 3. Residency. All District Officers and other elected District positions must be Resident Unit Owners, Resident Spouses, or Resident Domestic Partners, and must reside within the District.

Section 4. Elections. Each District shall, within 10 business days after the Association's Annual Meeting, hold a meeting to elect all District Officers and the Maintenance, Social Activities Representatives and Alternates. It is recommended that the District consider having a Candidate's Forum to allow residents an opportunity to ask questions of those running for office. Said election shall be announced by the District Secretary to all Unit Owners within the District at least thirty (30) days prior to the date for that election meeting. Anyone wishing to run for District office must announce their candidacy to the District Secretary no less than ten (10) days prior to the election meeting and the Secretary shall convey a list of candidates for office to all Unit Owners in the District at least five (5) days prior to the election meeting. In the event that no one has announced as a candidate for a District officer to the District Secretary at least ten (10) days prior to the election meeting, such ten (10) day notice requirement shall be waived at the election meeting in order to allow anyone to announce his candidacy for a vote at the election meeting. In the event that a District fails to elect any District officer at its election meeting, a letter shall be sent to all District Unit Owners advising them of the vacancy and requesting that anyone willing to assume the position notify the District Representative within five (5) days (the "Notification Deadline"). If more than one (1) person provides such notification by the Notification Deadline, a special election shall be held within seven (7) days following the Notification Deadline. If no response is received by the Notification Deadline, the District Representative shall appoint a District Unit Owner to the position.

Section 5. Meetings. All Unit Owners are members of the District within which they reside and as such are entitled to attend all business meetings and vote when appropriate. Each District Representative shall conduct and preside over at least three (3) meetings a year for the purpose of communicating District and Village information to Unit Owners within the District and/or soliciting feedback from them on those matters. No formal business shall be conducted in the absence of a quorum (25% of the Unit Owners in the District.) These District meetings may have a social component for which the Treasurer may collect fees on a voluntary basis.

Section 6. Voting. The vote of a majority of District Unit Owners at a meeting at which a quorum shall be present shall be binding upon all District Unit Owners for all District purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required. Unit Owners shall be entitled to one vote per Unit at all District meetings. If a Unit Owner owns more than one Unit within the District, that Unit Owner shall be entitled to one vote for each Unit owned by the Unit Owner. If a Unit is owned by more than one person, the Unit Owners shall designate one of them as the person entitled to vote on behalf of the Unit Owner. The person so designated shall advise the presiding officer of the District meeting of such designation prior to the start of the meeting. A Unit Owner may vote by proxy at all District meetings. To be valid, the designation of the proxy (who need not be an owner) shall be in writing, signed by the Unit Owner and filed with the District Secretary. The proxy terminates one (1) year after its date, unless it specifies a shorter term or the Unit Owner dies. If the Unit is owned by more than one person and the Unit Owners of the Unit have designated one of them as authorized to vote on behalf of the Unit Owner

and if that person shall die or become legally incapacitated, the remaining Unit Owner(s) may designate a successor proxy.

Section 7. Removal. At any regular or special meeting of the Unit Owners of any of the eleven Districts, any District Officer or other elected District position may be removed with or without cause by a majority of the Unit Owners of that District, voting in person or by proxy. At such meeting, the officer shall be given an opportunity to be heard. A replacement to serve in place of the officer so removed shall be elected as soon as possible. The replacement person shall hold office until the expiration of the term of that office.

Section 8. District Vacancies. Except as stated in Section 4 of this Article, in the event a vacancy or vacancies should occur within the District, the Unit Owners within the affected District shall have the right to elect a replacement to serve the remainder of the term. A District Representative or Alternate District Representative position that becomes vacant shall be filled by notifying the Unit Owners of the District by flyer and robo-call. Email contact is optional. Parties interested in filling the position shall notify the District Secretary, or, in the absence of the District Secretary, the District Representative or Alternate District Representative, if the District Representative position is vacant, within 10 business days of the announcement. The District Secretary shall notify all District Unit Owners of all parties interested in the position after confirming their eligibility to run for office. Unit Owners will be advised of the deadline date for submitting their voting form which will not be more than 10 business days from the date of notification. Voting forms will be submitted to the District Secretary who will tabulate the vote and announce the result to all residents of the District within 1 day of the voting deadline as well as notifying the Business Office. The term for the position will be to the end of the term for which the position was originally elected. If the vacant position is that of District Representative, and no person comes forward to run for that position, the vacancy shall be filled by the Alternate District Representative who shall serve until the next District Election. At that election, the term for the position will be to the end of the term for which the position was originally elected. If the vacancy is for Alternate District Representative and no person comes forward to run for the position, the District Representative shall appoint a District Unit Owner, with the approval of the OVCA President, to serve until the next District Election. At that election, the term for the position will be to the end of the term for which the position was originally elected. All other vacancies for District positions will be filled by appointment made by the District Representative, only the positions of Maintenance and Social Activities Representatives requiring the approval of the OVCA President.

ARTICLE III - BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Condominium Association shall be governed by a Board of Directors consisting of fifteen (15) persons (eleven (11) District Representatives and four (4) Officers elected "at large" who shall be the President, Vice President, Secretary and Treasurer), all of whom shall be Resident Unit Owners, 55 years of age or older, resident in Oronoque Village for at least one year as of the deadline date for resumes for Officer positions and as of the deadline date for nominations for District and Alternate District Representatives and not absent from the Village for more than 3 consecutive or total months in any year. Should any Unit be owned as a joint tenancy or a tenancy in common or by an Entity Unit Owner in a fiduciary capacity or otherwise, then in any such event, the Entity Unit Owner

shall designate one (1) resident person having an ownership interest in any such Unit or at least (individually or together with another resident person) fifty (50%) percent ownership in the entity owning such Unit as the representative of the Unit and such person shall be eligible for election to the Board of Directors. A Unit Owner having a delinquency for common charges, assessments, fines or non-payment of OVTD taxes, or with a lien on their Unit placed by OVCA or OVTD shall be eligible to seek office as an Officer or Representative of the Association. A Unit Owner having a delinquency for common charges, assessments, fines or non-payment of OVTD taxes, or with a lien on their Unit placed by OVCA or OVTD shall not be eligible to be seated on the OVCA Board of Directors until they are in good standing, within a reasonable period of time, with OVCA and OVTD. An existing director whose Unit becomes subject to a Condominium Association lien or an OVTD lien shall be suspended from the Board until such lien is removed.

Resumes for Officer Positions on the Board of Directors from qualified Resident Unit Owners (as previously defined in Art. III Sect. 1) will be requested via the Association's newspaper and website. Submission of resumes will commence the Wednesday following the July OVCA Board meeting (the third Tuesday of the month), and will be accepted up to the Tuesday, 5:00 p.m., one week prior to the August OVCA Board meeting. A deadline for the submission of resumes will be included in both the paper and electronic announcements. The request for resumes will include the address of the authorized recipient (accounting firm or such other third party as designated by the Executive Director) to whom all resumes are to be submitted. The authorized recipient will validate the candidates and not more than 3 business days after the established deadline, the names and positions being sought by all validated resident Unit Owners will be forwarded to the Executive Director. Any Resident Unit Owner not found to be a valid candidate will be notified immediately upon that determination being made, by the Executive Director. The Executive Director will prepare a list of all candidates in alphabetical order by position and announce the list to all Unit Owners at least 21 days prior to the Annual Meeting as well as at the August OVCA Board Meeting.

Effective with the first District election after the adoption of these By-Laws, Spouses, and Domestic Partners shall not sit on the Board of Directors at the same time in any positions to include Officers, District Representatives or Alternate District Representatives.

Section 2. Terms of Directors. Commencing with the first election after the Effective Date of these By-Laws, the terms of all directors shall expire biannually. Directors shall hold office until their successors have been elected and have had their first meeting.

Section 3. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium Association for acting as such.

Section 4. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all Officers and employees of the Condominium Association handling or responsible for Condominium Association funds. The premium on such bonds shall constitute a common expense.

Section 5. Liability of the Board of Directors. The members of the Board Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold

harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is also intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium Association. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportions of the total liability thereunder as its interest in the common elements bears to the interests of all the Unit Owners in the common elements. Every agreement made by the Board of Directors or by the Executive Director on behalf of the Condominium Association shall provide that the members of the Board of Directors, or the Executive Director, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as its interest in the common elements bears to the interests of all Unit Owners in the common elements.

Section 6. Officers. The officers of the Condominium Association shall be elected to two (2)-year terms by the Unit Owners at the annual meeting. Commencing with the first election after the Effective Date of these By-Laws, OVCA Officers shall serve a maximum of two consecutive two (2)-year terms in their current elected position, but this shall not affect their ability to run for a different office. No two offices may be held by the same person. The officers' duties shall consist of:

(A) President. The President shall be the chief executive officer of the Condominium Association. The President shall preside at all meetings of the Unit Owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of president of a non-stock corporation organized under the laws of the State of Connecticut, including, but not limited to, the power to appoint ad hoc committees from among the Unit Occupants from time to time as the President may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Association. No ad hoc committee, however, may function in addition to or in lieu of a Standing Committee under Article IV of these By-Laws. The President shall not serve as Treasurer or Secretary in the absence of the Treasurer or Secretary nor may any President hold the office of Vice President, Secretary or Treasurer during the two (2) years following the President's term of President. For the purposes of this section, if the Vice President is required to serve out the term of the elected President, that service shall not count toward the Vice President's eligibility to run for the office of President for two (2) consecutive two- year terms. The President shall not serve as a voting member of any committee, except the Human Resources Committee, but may serve as an ex-officio member.

(B) Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be delegated by the Board of Directors or by the President.

(C) Secretary. The Secretary shall keep or cause to be kept the minutes of all meetings-of the Unit Owners and of the Board of Directors, and the Secretary shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a non-stock corporation organized under the laws of the State of Connecticut.

(D) Treasurer. The Treasurer shall have the responsibility for Condominium Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Directors or the managing agent, in such depositories as may, from time to time, be designated by the Board of Directors, and he shall in general perform all the duties incident to the office of the treasurer of a non-stock corporation organized under the laws of the State of Connecticut. He may have access to, and shall have the power to endorse for transfer on behalf of the Condominium Association, stock, securities or other investment instruments owned or controlled by the Condominium Association or as fiduciary for others.

(E) Campaign Materials. Campaign materials may provide information on the background, education and qualifications of the candidate. They may also contain factual information about the reasons to elect the candidate and all materials shall be clear and readable. Campaign materials may not contain disparaging comments about other candidates, nor may they have offensive or prurient language. All campaign materials, written, electronic, or by use of telephone, must be approved by the Executive Director before being distributed to residents and may not be utilized until after the August OVCA Board Meeting.

(F) Removal of Officers. Upon the affirmative vote of a majority of the Unit Owners, cast in person or by proxy, any officer may be removed, either with or without cause, at a special or regular meeting duly called for such purpose. Prior to such vote by the Unit Owners, such officer shall be given an opportunity to be heard. The vacancy of such office shall be filled as per Section (G) of this Section.

(G) Vacancies. When a vacancy occurs in the office of the President, the Vice President shall automatically become President and shall serve the unexpired term of the President. A vacancy occurring in the office of Vice President, Treasurer, or Secretary prior to the expiration of the term of that office shall be filled by election by the vote of a majority of a quorum of the Board of Directors at a regular meeting or a special meeting called for such purpose.

(H) Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium Association shall be executed by any two officers of the Condominium Association or by such other person or persons as may be designated in writing by the Board of Directors.

Section 7. Meetings. An orientation meeting of the members of the Board of Directors following the annual meeting of the Unit Owners shall be held as promptly as possible thereafter, but not later than fourteen (14) business days after the Condominium Association's annual meeting, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present

thereat. Robert's Rules of Order shall be followed at all meetings under this Section except as otherwise specified in this Article. At such meeting the District Representative and Alternate District Representatives and Officers shall sign a Code of Ethics (unless one has been signed previously) which will be retained by the Business Office. In addition to the Code of Ethics, each Representative and Officer will provide written verification of their attendance at the Orientation Meeting and verification that they have read, or will have read the Declaration, By-Laws and Rules and Regulations of the Association by the October OVCA Board Meeting.

(A) Regular Meetings. Regular meetings of the Board of Directors shall be held on the third (3rd) Tuesday of the month at the North Club House, 600 North Trail, Stratford, Connecticut, absent extenuating circumstances, which shall be noted in the minutes of the meeting. At least eight (8) such meetings shall be held during each Election Year of the Condominium Association.

(B) Special Meetings. Special meetings of the Board of Directors may be called by the President, or shall be called by the Secretary on the written request of a majority of the Board of Directors, by notice in accordance with Article III, Section 7(D) of these By-Laws, publishing the time, date and agenda thereof.

(C) Executive Sessions.

1. Unit Owners may attend all Regular and Special meetings of the Board of Directors except that the Board may exclude anyone not necessary:

- a) To consider pending, probable, or threatened litigation, arbitration, or other legal matters against or on behalf of the Condominium Association in any court of law or administrative tribunal;
- b) To study, but not vote upon, contracts, leases, easements, or other legal matters involving the Condominium Association;
- c) To consider information regarding appointment, employment, compensation, discipline, dismissal, or health or other personal matters concerning an employee;
- d) To hold hearings pursuant to Article VII, Section 12, unless the Unit Owner(s) requests in writing a public hearing and the Board agrees to same;

2. Items discussed in Executive Session must be stated prior to the Executive Session;

3. All items discussed in Executive Session shall be confidential. All Directors and Officers have a fiduciary duty to the Association to keep such matters confidential. Any breach of the fiduciary duty to keep matters discussed in Executive Session confidential shall subject a breaching Director or Officer to removal from his or her position;

4. Any votes related to matters discussed in Executive Session must occur during a portion of a Regular Meeting or Special Meeting, as the case may be, that is not an Executive Session; and

5. The President may change the order of business for an Executive Session.

6. District Alternate Representatives may attend Executive Sessions where they may speak but they may not vote.

(D) Notice. Notice of both regular and special meetings of the Board of Directors shall be given to all Unit Owners and each member of the Board of Directors by mail or hand delivery or email to a Director's Unit or mailbox or email address on file with the Condominium Association or any other method permitted by Connecticut General Statutes Section 47-261c, at least ten (10) days prior to the day designated for such meeting, except (i) in the case of an emergency, or (ii) in the case of a special meeting of the Board of Directors at least five (5) days prior to the day designated for such meeting, and shall state the date, time, place and purpose of the meeting. Unit Owners and Directors wishing to receive electronic notice under this section shall so notify the Secretary of their electronic address. Those Directors electing to receive electronic notice of meetings shall only receive electronic notice of meetings.

(E) Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof.

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

(G) Order of Business. The order of business at all regular meetings under this Section shall be as follows: 1. Open forum; 2. Roll call; 3. Approval of minutes of preceding meeting; 4. Reports of officers; 5. Report of Executive Director; 6. Reports of Committees; 7. Unfinished business; 8. New business; 9. Closing forum. The order of business at all special meetings under this Section shall be as follows: 1. Open forum; 2. Roll call; 3. Business of meeting. The President may change the order of business for any Special Meeting.

Section 8. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium Association and shall do all such acts and things except as by law or by the Declaration, or by these By-Laws or other condominium instruments may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(A) Adopt rules and regulations, and amend By-Laws subject to applicable state statutes and Article XIII of the By-Laws;

- (B) Adopt and amend budgets for revenues, expenditures and reserves; and collect common charges and assessments from Unit Owners; and invest any funds of the Condominium Association;
- (C) Hire and discharge the Executive Director and other employees, agents and independent contractors;
- (D) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (E) Cause additional improvements to be made as a part of the Common Elements;
- (F) Acquire, hold, encumber and convey in the Condominium Association's 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 Section 47-254 of the Connecticut General Statutes;
- (G) 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;
- (H) 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, and for services provided to Unit Owners;
- (I) Impose fines or interest or both for late payment of common charges, assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, rules and regulations of the Condominium Association;
- (J) Open bank accounts on behalf of the Condominium Association and designate the signatories required therefor;
- (K) Obtain insurance for the Property, including the Units owned by the Condominium Association;
- (L) Make repairs, additions and improvements to or alterations or restorations of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (M) Determine community expenses as the same are defined in Article 11 of the Declaration, and assess and collect the same from the Unit Owners as common charges;
- (N) Institute, defend or intervene in litigation or administrative proceedings in the Condominium Association's name on behalf of the Condominium Association or two or more Unit Owners on matters affecting the Common Interest Community or the Property;
- (O) Make contracts and incur liabilities;

(P) Impose reasonable charges for preparation and recordation of amendments to the Declaration and these By-Laws, resale certificates required by Section 47-270 of the Act, or statements of unpaid assessments;

(Q) Provide for the indemnification of the Condominium Association's officers and the Board of Directors and maintain Directors' and officers' liability insurance;

(R) Assign the Condominium Association's right to future income, including the right to receive Common Expense assessments, subject to the provisions of Article 17 of the Declaration;

(S) Exercise any other powers conferred by the Declaration or By-Laws;

(T) Exercise all other powers that may be exercised in this state by legal entities of the same type as the Condominium Association;

(U) Exercise any other powers necessary and proper for the governance and operation of the Condominium Association; and

(V) Suspend privileges of Unit Owners or services provided to Unit Owners by the Condominium Association and impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, and rules of the Condominium Association but the Condominium Association may not suspend the right of a Unit Owner to vote on any matter submitted to a vote of Unit Owners.

Section 9. Executive Director. The Board of Directors may employ an Executive Director pursuant to a contract approved by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Executive Director may not be a resident of the condominium nor may the Executive Director or the Executive Director's spouse, domestic partner or any direct family member of the Executive Director own real estate in the condominium while under contract with the Association. The Board of Directors may, from time to time, delegate, only in writing, to the Executive Director, only those powers in Section 8 of this Article that the Executive Director needs in order to fulfill the functions of his/her employment. Licenses, concessions and contracts may be executed by the Executive Director pursuant to specific resolutions of the Board of Directors, and to fulfill the requirements of the budget. Any powers delegated to the Executive Director under these By-Laws may be revoked by the Board of Directors, in writing, at any time.

ARTICLE IV - STANDING COMMITTEES

Section 1. Procedures. *Robert's Rules of Order* shall be followed at all meetings of standing committees except as otherwise specified in this Article. Fifty percent (50%) of all committee members shall constitute a quorum. All matters shall be decided by a majority vote of a quorum of the committee members present. Any motion resulting in a tie vote fails to pass. The OVCA President shall appoint a Chair and, if desired, a Vice Chair for each Standing Committee, except for the Maintenance Committee and the Social Activities Committee. The Maintenance Committee and the Social Activities Committee shall elect their own Chairs and if desired a Vice Chair to serve for a one (1)-year term. The Social Activities Committee and Maintenance

Committee election for chairperson shall be at the first committee meeting after the Annual and District elections are completed. Elected Standing Committee Chairs serve a one-year term with a maximum of three consecutive one-year terms. In the event no person comes forward at the end of the third consecutive term as a candidate for chair, the serving chairperson may continue until the next election. The Vice Chair, if any, will take the place of the Chair whenever the latter is absent or unable to act. All standing committees shall report directly to the OVCA Board of Directors. By vote of at least two thirds (2/3) of the total committee membership, any committee may, after notice to a member and the appointing authority, remove that member with or without cause. Vacancies on committees with elected representatives shall be filled according to Art. II, Sec. 8 of the By-Laws. Vacancies on committees whose members are appointed by the President shall be filled by the President. Committee members must be Resident Unit Owners, Resident Spouses or Resident Domestic Partners at least 55 years of age. In the event that these By-Laws require alternates as members of any standing committee, such alternate may be recognized by the Chair of such committee to speak during committee meetings, but such alternate member shall only vote in the absence of a regular member of the committee. Standing Committee Meetings are open meetings for all Oronoque residents. Residents may attend but they may not speak during the meeting. Residents are not permitted to attend an Executive Session of any Standing Committee.

Standing Committees shall meet not less than twice per year and shall complete minutes for all meetings, which upon approval by the committee, which must occur no later than the following committee meeting, are to be submitted to the Business Office. A summary of the meeting, if approval of the minutes has not occurred, shall be made at the first OVCA Board of Directors meeting following the Standing Committee Meeting.

Upon being elected or appointed to a Standing Committee, the member shall sign a Code of Ethics, a copy of which will be retained in the Business Office.

Section 2. Committees. The following standing committees are formed to facilitate the efficient operation of the Condominium Association:

(A) Finance Committee. There shall be a Finance Committee of not less than five (5) members. The President shall appoint a Chair and a Vice Chair from among the members of the Committee. The Treasurer shall be a member and the President shall appoint the other members. Each member shall be free from any relationship that would interfere with the exercise of his/her independent judgment as a member of the Committee. The Finance Committee shall:

1. Monitor and address all matters that have a fiscal impact on the Condominium Association and its property and report their findings monthly to the Board of Directors;
2. With the assistance of the Executive Director, prepare and recommend an annual budget for submission to the Board of Directors for acceptance;
3. Undertake a review, at least annually, of the long range financial objectives of the Condominium Association and report their recommendations to the Board of Directors; and

4. Make investments pursuant to the prudent investor rule, subject to change by the Board of Directors.

(B) Architectural Committee. There shall be an Architectural Committee which shall maintain reasonable architectural and landscaping uniformity within the Village. The Committee shall consist of not less than five (5) or more than seven (7) Unit Owners as regular members and two (2) Unit Owners as alternates who shall vote only when a regular member is absent. All members and alternates shall be appointed by the President. Members of the Committee should possess knowledge or skill in engineering, architecture, construction, landscaping, or related fields to complement one another in the Committee's work. The Architectural Committee shall:

1. Recommend to the Board of Directors Standards And Procedures for (a) architectural and landscaping changes to buildings and grounds throughout the Property in the event any Unit Owner desires to make any interior or exterior structural alterations, changes, or modifications; (b) any alterations, changes, or modifications to the exterior of the Unit or to any limited common element, or to do any work which will change the exterior appearance of the Unit; or (c) any landscaping changes to the common and limited common elements. Said Standards And Procedures shall cover (i) interior modifications and renovations to Units, including high efficiency furnaces and internal utility services to the extent affecting the common elements; (ii) exterior additions and modifications to roofs, gutters and leaders, skylights, satellite dish antennas, patios, decks, porches, screens, awnings, flower boxes, exhausts, windows, doors, garages, walkways, driveways, trees, and shrubs; and (iii) such other additions, modifications, and renovations as the Board of Directors shall designate;

2. Endeavor to allow architectural and landscaping changes within the Standards and Procedures established by the Board of Directors;

3. Monitor and maintain compliance with established architectural and landscape Standards and Procedures;

4. Upon receipt of written requests for changes or rulings from Unit Owners or the Board of Directors, the Committee shall consider published Standards and Guidelines and recommend in writing to the OVCA Board to approve or disapprove the requests pursuant to Article VII, Section 5. Without Board approval, Unit Owners shall not begin new structures, additions, alterations or improvements to Units, to common areas or to limited common areas. Failure of the Committee to answer a written request within 45 days shall be deemed a recommendation to the Board to approve such written request unless the Architectural Committee requests in writing an extension of time;

5. Require Unit Owners at their expense to remove or restore to its original condition any change which has been made or commenced which does not have approval. Should a Unit Owner file a written appeal to the Board of Directors of a Committee recommendation, the Committee shall review its findings and report at the next regular Board meeting. The decision of the Board upon such appeal shall be binding. Such an appeal must be filed by a Unit Owner within ten (10) days of the Committee's written notification to the Unit Owner.

(C) By-Laws, Rules and Regulations Revision Committee. There shall be a By-Laws, Rules and Regulations Revision Committee of not less than five (5) members appointed annually by the President to serve as monitor of the By-Laws, Rules, Regulations, and the Declaration. Committee members should possess legal or corporate expertise and/or experience in the preparation/review of condominium By-Laws, Rules, Regulations, and Declarations. This Committee shall report directly to the Board concerning the effectiveness of, and need for, revision of the By-Laws, Rules, Regulations, and Declaration, recommending changes where applicable.

(D) Insurance/Risk Management Committee. The Insurance/Risk Management Committee shall consist of five (5) members appointed by the President, and one outside insurance consultant who is knowledgeable in condominium coverage. It shall be the duty and responsibility of the Committee to comply with the provisions of §§47-83 and 47-255 of the Connecticut General Statutes, any provisions of these By-Laws, and the Declaration. The Committee, coordinating with the insurance consultant, shall (i) periodically review the coverages carried by the Condominium Association, and (ii) recommend changes, modifications, revisions, etc., whenever, in its opinion, such is necessary. It shall review and recommend specifications prepared by the Executive Director for solicitation of bids for insurance coverage and review bids received, and recommend the award of contracts. The Committee, with the assistance of the insurance consultant, will review and determine the deductibles within the coverage, and will keep the Board of Directors advised of coverage maintained by the Condominium Association. And the Committee shall also recommend rules and regulations, subject to Board of Director approval, designed to better manage risk of loss and reduce the cost of insurance coverage.

(E) Maintenance Committee. There shall be a Maintenance Committee consisting of the Maintenance Representative from each district, which shall meet monthly with the Maintenance Director and/or the Executive Director. In the absence of the Representative, the Alternate shall assume all duties and powers of the Representative.

1. The Maintenance Committee shall function as an advisory body to (a) the Executive Director, (b) the Maintenance Manager, and (c) the Board of Directors, providing reports of maintenance conditions, along with appropriate recommendations, ideas, guidance and support to the end that all maintenance operations are as efficient as possible. In addition, the Committee, as an integral part of the Risk Management Program, shall assist in monitoring the appropriate use of safety devices by the maintenance personnel and Unit Owners and occupants as required by Federal, State or Municipal authorities or by the insurance carrier or the Board of Directors.

2. The Maintenance Representative shall represent the interests of the Unit Owners of his/her District before the Committee in calling attention to unsatisfactory maintenance policies, procedures, or situations so that they may be corrected. The Maintenance Representatives should report periodically to the Unit Owners in their Districts on maintenance matters affecting them and on the status of service requests, maintenance programs and complaints.

(F) Social Activities Committee. The Social Activities Committee shall consist of the eleven (11) District social activities representatives and their alternates, selected in accordance with Article II, Section 2(E). Its primary function is to plan, organize, arrange, and oversee social activities in the name of the Condominium Association.

(G) Communications Committee. The Communications Committee shall have responsibility for communications within the Village. It will optimize use of Village resources with the goal of improving Village life by communicating with Unit Occupants in a coherent and encompassing fashion. The committee shall consist of at least five (5), but not more than seven (7), Unit Occupants of the Village, who shall be appointed by the President.

1. The committee shall (a) establish policy to govern all current and future communications media generated within the Village, (b) oversee production of media generated within the Village to assure the highest possible quality, (c) ensure an equitable balance between media excellence and cost to the Village, and (d) develop themes and communications programs that support Village activities.

2. The various communications outlets the committee will oversee shall include the Villager, OVTV, the OV Website, eNotices (uses and policies), Bulletin Boards (static and electronic), telephone communications and Village promotional materials (such as brochures and ads) and other comparable successor media. This does not exclude responsibility for new communications venues which may be introduced, such as lobby displays, library PCs, an Internet Café, and a News Bureau.

3. The committee shall be responsible for (a) coordinating media sales related to advertising for the Villager, the OV Website, OVTV and other Oronoque Village media outlets that contain advertising, (b) setting pricing, and (c) recommending uses of revenue to the Board.

(H) Human Resources Committee. The Committee shall consist of the President, Vice President, and three additional individuals who are Resident Unit Owners, Resident Spouses or Resident Domestic Partners at least 55 years of age, appointed by the President, with experience with personnel and compensation matters. Annually, the Human Resources Committee will provide a performance evaluation form for the position of Executive Director, which may be completed by the OVCA Officers and District Representatives who choose to do so. Any such evaluations will be reviewed and considered by the Human Resources Committee and, together with the Committee's assessments, will be used by the Committee to make a recommendation to the Board regarding the compensation of the Executive Director. This recommendation will be discussed by the Board in Executive Session and voted on in a Regular or Special Meeting.

(I) House Facilities Committee. There shall be a House Facilities Committee of no fewer than five (5) or more than seven (7) members (there always being an odd number of members), who are Resident Unit Owners, Resident Spouses or Resident Domestic Partners at least 55 years of age, appointed annually by the President. The Committee shall have responsibility for (i) recommending to the Board of Directors rules and regulations for the use and enjoyment of the House Facilities, (ii) reviewing and recommending, in cooperation with the Finance Committee, to the Board of Directors all requests for funding and improvements related to the House Facilities, and (iii) supervision of the activities utilizing the House Facilities, but does not include supervision of paid employees.

(J) Racquet Sports Facilities Committee. There shall be a Racquet Sports Facilities Committee of no fewer than five (5) or more than seven (7) members (there always being an odd number of

members), who are Resident Unit Owners, Resident Spouses or Resident Domestic Partners at least 55 years of age, appointed annually by the President. The President shall make every effort to see that the interests of each racquet ball group is represented. The Committee shall have responsibility for (i) recommending to the Board of Directors rules and regulations for the use and enjoyment of the Facilities, (ii) reviewing and recommending, in cooperation with the Finance Committee, to the Board of Directors all requests for funding and improvements related to the Facilities, and (iii) supervision of the activities on or about the Facilities.

(K) Swimming Pool Facilities Committee. There shall be a Swimming Pool Facilities Committee of no fewer than five (5) or more than seven (7) members (there always being an odd number of members), who are Resident Unit Owners, Resident Spouses or Resident Domestic Partners at least 55 years of age, appointed annually by the President. The Committee shall have responsibility for (i) recommending to the Board of Directors rules and regulations for the use and enjoyment of the Facilities, and (ii) recommending improvements to the Facilities, in cooperation with the Finance Committee, to the Board of Directors.

ARTICLE V - UNIT OWNERS

Section 1. Definitions. For purposes of these By-Laws, a "Unit Owner" shall have the meaning as set forth in Article I Section 24. The presence in person or by proxy of Unit Owners having more than twenty-five percent (25%) of the total authorized votes of all Unit Owners in Oronoque Village as set forth in said Schedule D-1 to the Declaration shall constitute a "Quorum" under this Article. "Majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total votes of all Unit Owners in Oronoque Village as set forth on said Schedule D-1 and voting at any meeting of the Unit Owners. Except where in the Declaration or these By-Laws, or by law, a higher percentage vote is required, the vote of a majority at a meeting at which a Quorum shall be present shall be binding upon all Unit Owners for all purposes.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the North Club House, 600 North Trail, Stratford, Connecticut or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to deliver a notice of each annual, special or budget meeting of the Unit Owners, at least ten (10) but not more than sixty (60) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, by mail or hand delivery or email, delivered to a Unit or mailbox or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary or email address on file with the Condominium Association or any other method permitted by Connecticut General Statutes Section 47-261c. Unit Owners wishing to receive electronic notice under this section shall so notify the Secretary of their electronic address. The delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 4. Annual Meetings. Annual Meetings of the Unit Owners shall be held on the third Tuesday of September in each year, absent extenuating circumstances, for the purpose of electing Officers for vacancies on the Board for the offices herein provided or, if not an election year, to

provide a State of the Association address by the President of the Board of Directors. Voting forms shall include the names of those people announced at the August Board of Directors Meeting, who shall be listed in alphabetical order by position. Unit Owners may transact such other business at such meetings as may properly come before them. Robert's Rules of Order shall be observed at all Annual Meetings. A quorum shall not be required for the Annual Meeting in a non-election year; provided that no business shall be conducted at an Annual Meeting at which a quorum is not present.

Section 5. Budget Meetings. Meetings of Unit Owners to consider proposed budgets shall be called and conducted in accordance with this Section 5. The budget may be considered at Annual Meetings or at Special Meetings called for other purposes as well. Within 30 days after adoption of any proposed budget, the Board of Directors shall provide a summary of the budget to all the Unit Owners, including any reserves, and a statement of the basis on which any reserves are calculated and funded, and shall set a date either for a meeting of the Unit Owners or a vote by ballot without a meeting to consider approval of the budget, which date shall be not less than 10 nor more than 60 days after providing the summary. Unless at that meeting, or in the vote by ballot, a majority of all Unit Owners votes to reject the budget, the budget is approved, whether or not a quorum is present at the meeting or participating in the vote by ballot. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors. As to budget matters, the voting rules for such meetings or ballots shall be governed solely by this Section 5.

Section 6. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than twenty percent (20%) in common interest, in the aggregate, of Unit Owners. No business shall be transacted at a special meeting except as stated in the notice.

Section 7. Order of Business. The order of business at all annual meetings of the Unit Owners held for the purpose of electing officers shall be as follows: (A) Proof of notice of meeting; (B) Determination of quorum; (C) Election of Officers; (D) New business (as noticed per Section 4 of this Article). The order of business at all special meetings of the Unit Owners shall be as follows: (A) Proof of notice of meeting; (B) Determination of quorum; (C) New business (as noticed per Section 6 of this Article).

Section 8. Voting.

(A) Entitlement to Vote. A Unit Owner shall be entitled to vote by voting form, proxy or in person at all meetings of the Unit Owners. A voting form shall be provided to every Unit Owner with a pre-addressed envelope. The voting form shall contain the names of all candidates, listed in alphabetical order and the position which they seek. The voting form shall be mailed using the pre-addressed envelope to the designated recipient. Voting forms submitted directly to the Business Office will be forwarded, unopened, to the designated recipient. Unit Owners shall be entitled to vote according to the percentage applicable to each Unit as stated in Schedule D-1 to the Declaration as amended.

(B) Unit Owned by More Than One Person. If a Unit is owned by more than one person, the Unit Owners shall designate one of them as the person entitled to vote on behalf of the Unit Owner. The person so designated shall advise the presiding officer of the meeting of the designation prior to the start of the meeting.

(C) Vote Counting Rules or Regulations. Vote counting shall be done by the Association's accounting firm or such other third party as designated by the Executive Director. This shall not preclude the Association from utilizing voting machines or such other electronic devices as may become available for the purpose of recording and counting votes.

(D) 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 that Unit. For the election of OVCA officers, only a directed proxy may be used. Unit Owners may use the voting form as a directed proxy. A

Unit Owner choosing to appoint their own representative to vote on their behalf must write in that individual's name on the voting form. The form shall be mailed in the envelope provided to the authorized recipient. It is the responsibility of the Unit Owner to notify the individual selected as their proxy to attend the Annual Meeting in person or the proxy will not be valid.

(b) If a Unit is owned by more than one (1) 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.

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

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

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

(f) A Person may not cast more than fifteen percent (15%) of the Votes in the Condominium Association pursuant to undirected proxies. A proxy which directs the proxy holder to vote in a certain way on one (1) 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.

(E) Candidate's Night. The Board of Directors shall schedule a Candidate's Night for every election of OVCA Officers, even if there are not multiple candidates, to be held at least (5) calendar days, and no more than (7) seven calendar days, prior to the Annual Meeting.

Section 9. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE VI - OPERATION OF THE PROPERTY.

Section 1. Determination of Common Expenses and Fixing of Common Charges.

The Board of Directors shall, from time to time, and at least annually, prepare a budget for the Condominium Association, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium Association, and allocate and assess such common expenses among the Unit Owners in Oronoque Village in proportion to their percentage interests in the common elements as set forth on Schedule D-1 to the Declaration. The common expenses shall include, among other things, all Common Expenses as defined in the Declaration, the costs of repairs and maintenance of the common elements, community expenses, and the costs of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the Provisions of Article X and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, if such purchase or lease has been approved as required under Article IX, Section 2 of these By-Laws. The Board of Directors shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners, in accordance with the provisions of Article V Section 5 of these By-Laws.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed hereunder at such time or times as the Condominium Association shall determine, but at least monthly. No Unit Owner shall be liable for the payment of any part of the common charges assessed against the Unit subsequent to a sale, transfer or other conveyance by the Unit Owner (made in accordance with the provisions of Section 1 of Article IX of these By-Laws) of each Unit, together with the common elements appurtenant thereto. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that the Unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien or unpaid common charges, convey the Unit to the Board of Directors, or its designees, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit, except that where a mortgagee or purchaser at a foreclosure sale obtains title to a Unit, such acquirer of title and the heirs, successors and assigns, shall not be liable for the entire unpaid share of the common expenses or assessments by the Condominium Association or as chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer but such expenses or assessments, if not fully satisfied out of the proceeds of such sale, shall become common expenses collectible from all of the Unit Owners, including such acquirer and the heirs, successors and assigns.

Section 3. Collection of Assessments. The Condominium Association shall take prompt action to collect any common charge or assessment due from any Unit Owner which remains unpaid for more than fifteen (15) days or such time as permitted by law from the due date for payment thereof.

Section 4. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Condominium Association the common charges as determined by the Board of Directors, such Unit Owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, not to exceed eighteen (18%) percent per annum or a rate of interest permitted by law together with all expenses, including attorneys' fees incurred by the Condominium Association in any proceeding brought to collect such unpaid common charges, late charges, other fees, charges and fines. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceedings, including, but not limited to, attorneys' fees, in an action to recover the same brought against such Unit Owner or by foreclosure of the lien on such Unit granted by the provisions of applicable law.

Section 5. Foreclosure of Liens for Unpaid Common Charges. To the extent permitted by law, in any action brought by the Condominium Association to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of the Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Condominium Association, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Resales of Units. The Condominium Association, within ten business days after receipt of a written request by a Unit Owner or the Unit Owner's counsel and payment of the statutory preparation fee shall furnish a certificate containing the information required by Section 47-270 of the Connecticut General Statutes and other materials and documents required by said section. A Unit Owner shall not be liable to the purchaser for any erroneous information provided by the Condominium Association and included in the certificate and documents.

ARTICLE VII - USE AND ENFORCEMENT

Section 1. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and used in accordance with the following provisions:

(A) The Units shall be used and the limited common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(B) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its Unit Occupants or which interferes with the peaceful possession or proper use of the Property by its Unit Occupants.

(C) No trash, garbage, metal, scrap or other waste may be placed or stored upon the Property except in approved recycle or sanitary containers which may be placed outside only on scheduled collection days or the evening before such scheduled collection day.

(D) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owner or the Condominium Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(E) Garages are restricted to parking for motor vehicles, excluding, however, any vehicle which cannot fit in the garage with the door closed. Garages may also be used for the storage of personal goods and items provided that such storage does not prevent the Unit Owner from parking at least one (1) motor vehicle in the garage with the doors of the garage closed. Unit Owners who keep more than one motor vehicle at the property shall park at least one (1) of the motor vehicles in the garage. Any personal goods and items stored in a garage shall comply with all applicable insurance requirements as may be contained in these By-Laws, the Declaration or the rules and regulations.

(F) No limousines, buses, hearses, ambulances, all-terrain off-road vehicles, snowmobiles, recreational vehicles, cargo vans, trams, boats, campers, commercial passenger vans, unsightly, derelict, unregistered or abandoned vehicles, or other vehicles as may from time to time be identified by the Board of Directors, may be placed or stored within the Property at any time, either temporarily or permanently, except inside an enclosed Garage with the garage door closed. Motorcycles, motor scooters and mopeds may be parked on the property during the day when in use, at all other times they are to be kept in the garage with the garage door closed. Pickup trucks may be parked on the Association's property, at the clubhouses, during the day or night for the purpose of attending events, meetings or conducting business, or for such other purposes as may be specifically granted by the Board of Directors; otherwise they shall be kept inside the garage with the garage door closed.

(G) Licensed commercial vehicles, however, may be temporarily parked outside of an enclosed Garage in connection with the delivery of merchandise to or the performance of service at any Unit but must be removed once the delivery of merchandise to said Unit is completed, or the performance of service at said Unit has been interrupted or been completed.

(H) Vehicles may not be parked in such a manner as to block access to driveways, walkways, pedestrian crossing areas, mail boxes, fire hydrants, or designated fire lanes.

(I) Recreational vehicles and unused cars may be parked in the Clubhouse parking lots by permit only and for a period not to exceed six weeks. Permits shall be obtained from the Condominium Association business office and shall be displayed on the front windshield visible to Oronoque Village Security.

(J) Vehicles in violation of this section will be towed at Unit Owner's expense after reasonable efforts to contact the person to whom the vehicle is registered. In addition, a fine in an amount set by the Board of Directors may be levied against the Unit Owner to whom the vehicle is registered, following Notice and an Opportunity to be Heard.

Section 2. Rules of Conduct. Rules and regulations concerning the use of the Units and the common elements or limited common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner. Current rules and regulations shall remain in effect until amended by the Board of Directors.

Section 3. Use of Common Elements. A Unit Owner shall not place or cause to be placed in the vestibules, public halls, stairways, or other common elements or limited common elements other than the areas designated as storage areas, any furniture (other than furniture on decks and patios), packages or objects of any kind. The vestibules, public halls and stairways shall be used for no purpose other than for normal transit through them. There shall be no obstruction of the common elements nor shall anything be stored in the common areas without the prior written consent of the Board of Directors.

Section 4. Additions, Alterations or Improvements by Board of Directors. Whenever, in the judgment of the Condominium Association, the common elements shall require additions, alterations or improvements costing in excess of \$100,000.00, not provided for in the budget, and the making of such additions, alterations or improvements shall have been approved by a vote of a majority of the Unit Owners present and voting at a meeting called for such purpose, the Condominium Association shall proceed with such additions, alterations or improvements and shall specially assess all Unit Owners for the cost thereof as a common expense. Any additions, alterations or improvements costing \$100,000.00 or less may be made by the Condominium Association without approval of the Unit Owners and the cost thereof shall constitute part of the common expense.

Section 5. Additions, Alterations or Improvements by Unit Owners.

(A) No Unit Owner shall make any structural or non-structural addition, alteration, or improvement in or to the Unit, common area or limited common area, or do work which will change the exterior appearance or any other portion of the condominium without the prior written consent thereto of the Board of Directors or its designated/authorized agent(s). This shall include without limitation any building, fence, wall, deck, patio, balcony, terrace or other structure, or change in landscaping.

(B) Any application to any town governmental department or any other governmental authority for a permit to make an addition, alteration or improvement, as stated above, shall have prior written approval by the Condominium Association or its designated/authorized agent(s) using the procedures of the Architectural Committee.

(C) Any change, modification or alteration made by the Unit Owner or prior Unit Owner will be its financial responsibility to maintain, replace, repair, or remove as decided by the Board of Directors from time to time.

Section 6. Utility Services. Utility services shall be supplied by a public utility company serving the area directly to each Unit through a separate meter, and each Unit Owner shall be required to pay the bills for such utility services consumed or used in the Unit. The utilities serving the

common elements shall be separately metered, and the Condominium Association shall pay all bills for such services consumed in such portions of the common elements as a common expense.

Section 7. Right of Access. A Unit Owner shall grant a right of access to the Unit, including the garage designated for such Unit to the Executive Director and/or any other person authorized by the Board of Directors to inspect and/or correct any violation or condition, actual or suspected, in his Unit threatening that Unit or another Unit or a common element or limited common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements or limited common elements in the Unit, or for the purpose of safety inspections ordered as part of the Association's loss prevention program, provided that written requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 8. Abatement and Enjoinment of Violations by Unit Owners. The violation of these By-Laws, the Declaration, or any Condominium Association rules and regulations committed by an Unit Owner, occupant, lessee, invitee, or otherwise of any Unit shall give the Board of Directors, or its duly authorized agents, servants, or employees, the right, in addition to any other rights set forth in these By-Laws:

(A) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of these By-Laws, the Declaration, or any Condominium Association rules and regulations, and the Condominium Association shall not thereby be deemed guilty in any manner of trespass; or

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

(C) by resolution, following Notice and Hearing, the Board of Directors may levy a reasonable fine (as permitted by law) for each day that a violation of these By-Laws, the Declaration, or any Condominium Association rules and regulations 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 9. Maintenance and Repair; Liability for Excess Common Expenses.

(A)1. Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair, and all maintenance (including preventive maintenance and risk management) of and repair to any Unit, including heating and/or air conditioning units, serving a single dwelling Unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common element and not necessitated by the negligence, misuse or neglect of the Unit Owner of such Unit) shall be made by the Unit Owner of such Unit. Each Unit Owner shall be assessed for all damages to any and all other Units, and/or to the common elements that the Unit Owner's failure to maintain their Unit may engender. Notwithstanding the foregoing and irrespective of the

definition of a Unit as used in the Declaration, the Condominium Association shall repair, maintain and replace:

- a. All front exterior doors (but not door handles, locks and storm or screen doors);
- b. Garage doors (but not interior tracks, rollers, springs and other components, exterior handles and automatic door openers);
- c. The cost thereof shall be a common expense, unless necessitated by the negligence, misuse or willful misconduct of a Unit Occupant, in which case all costs and expenses thereof shall be chargeable to such Unit Owner; and
- d. The repair and replacement of front doors and or garage doors modified by a current or former Unit Owner shall be the responsibility of the Unit Owner.

(A)2. a. All original window frames are the responsibility of the Unit Owner, except for glass window panes in original windows;

b. Original glass window panes are the responsibility of the Association and will be replaced by the Association at no charge to the Unit Owner, unless the breakage is attributable to negligence, misuse or willful misconduct of Unit Occupant, in which case all costs and expenses thereof shall be chargeable to the Unit Owner;

c. All frames and panes replaced by a Unit Owner with newer materials (such as vinyl) in the same original opening or in a new location are the responsibility of the Unit Owner;

d. Breakage to window panes in the original window location, caused by golf balls, is the responsibility of the Association. Breakage to window panes added in a new location by a current or former Unit Owner are the Unit Owner's responsibility;

e. The cost of any glass replacement will not exceed the cost of the standard glass being used by the Association for replacements, *i.e.*, if the Unit Owner has replaced a window pane with a more expensive type of glass, it will be covered only at the standard glass cost; and

f. All window screens are the responsibility of the Unit Owner unless damaged by golf balls, in which case they will be replaced by the Association.

(A)3. a. Original Master Sliding Door Frames are the responsibility of the Association;

b. Original Metal Sliding Glass Door Frames and Glass are the responsibility of the Association;

c. The Master Sliding Door Frame is the wooden structure attached to the building (including the foot sill and the Sidelight Glass) that surrounds and holds the original Metal Sliding Glass Door Frame and Glass;

d. The Metal Sliding Glass Door Frame is the Metal Frame that sits inside the Master Sliding Door Frame and holds Glass;

e. A modification is classified/made if the Master Sliding Door Frame or the Metal Sliding Glass Door Frame and Glass is replaced with a newer material (such as metal, wood or vinyl) by a previous or current Unit Owner. Such modified doors are the responsibility of the Unit Owner. No glass will be replaced in modified frames by the Association;

f. Lower level doors, deck enclosures, and any portion of a deck or entrance modified or expanded beyond the original design and construction of the Declarant shall be an expense of the Unit Owner; and

g. All sliding glass door screens are the responsibility of the Unit Owner unless damaged by golf balls, in which case they will be replaced by the Association.

(B) Except as provided in Subsections C and D below, all maintenance, repairs and replacements to the common elements, whether located inside or outside of the Units, shall be made by the Condominium Association and be charged to all the Unit Owners as a common expense.

(C) Any other costs incurred by the Condominium Association shall be specially assessed against said Unit Occupant by the Condominium Association in the same manner as any common expense if:

1. caused by the negligence, willful misconduct, or otherwise of any Unit Occupant or lessees, licensees or invitees, or
2. for a specific service rendered to a Unit Occupant which is different from services regularly rendered to all Unit Occupants,
3. or associated with the maintenance, repair, replacement, renovation or restoration of oversized or enlarged decks, extra windows, extra doors or any changes to the exterior of any building in which a Unit is located, whether made before or after purchase by the Unit Owner thereof.

(D) If any common expense is caused by (i) failure to comply with a written maintenance standard promulgated by the Condominium Association or (ii) negligence or willful misconduct of any Unit Occupant or a guest or invitee of a Unit Occupant, the Condominium Association may, after notice and hearing, assess the portion of that common expense in excess of any insurance proceeds received by the Condominium Association under its insurance policy, whether that portion results from the application of a deductible or otherwise, exclusively against that Unit Owner's Unit.

(E) In the event that maintenance, repair or replacement to the common elements (a "Repair Event") is covered by the insurance policy referred to in Article X, Section 1 (a) of these By-Laws ("Insurance"), and such Repair Event requires removal and relocation of betterments and improvements installed in the Unit, or if the condition that gives rise to such Repair Event damages betterments and improvements installed in the Unit, then the repair or restoration of the removed,

relocated or damaged betterments and improvements shall be at the cost of and the responsibility of the Condominium Association.

Section 10. Enforcement of Rules and Regulations. The Board of Directors shall be charged with the enforcement of these By-Laws and all rules and regulations adopted hereunder. In the event a violation of the same is brought to the attention of the Board of Directors, they shall cause such alleged violation to be investigated and a written report of such investigation to be filed with the Board. If, upon review of said written report, the Board of Directors determines that a violation has in fact occurred, they shall advise, in writing, the Unit Occupant and the Unit Owner (if they are not the same) in violation to such effect and shall direct that the violation cease and desist. Any such party charged with a violation shall be provided the right to (a) meet with the Board of Directors, (b) examine all records and reports relating to such violation, and (c) contest such notice of violation and order to cease and desist.

Section 11. Suspension of Right To Use Common Areas. For any period during which any Common Expense assessment remains unpaid by a Unit Owner, the Board of Directors may suspend that Unit Owner's right to use Common Elements not necessary to give access to a public street after notice and opportunity to be heard. The Board of Directors may also suspend a Unit Owner's right to use Common Elements not necessary to give access to a public street or to the Property for any period, not to exceed thirty (30) days, for any violation of its published rules and regulations after notice and opportunity to be heard.

Section 12. Proceedings.

(A) Notice and Hearing: In the event of a violation or misconduct giving rise to (i) a fine or assessment pursuant to these By-Laws or Declaration, or (ii) the suspension of a Unit Occupant's use of the common elements or the Condominium Association's Property, the Executive Director of the Condominium Association shall provide the Unit Occupant with written notice of the violation/misconduct. The Unit Occupant upon request shall be entitled to a hearing before the Board of Directors to contest the violation or fine. Following the hearing, a written decision shall be sent to the Unit Occupant with a copy retained in the Condominium Association Office. The Board of Directors is not required to provide such notice and hearing for recurring or continuing violations unless no fewer than six months have passed from the time of the previous violation.

(B) Continuing Violations: The Unit Occupant shall have a reasonable opportunity, under the circumstances, to correct the violation. In the case of a continuing or persistent violation, each day the violation continues after written notice thereof and reasonable opportunity to correct same shall be deemed a separate and distinct violation and, hence, subject to a separate daily fine. The Board of Directors may require the Unit Occupant to post a bond or other form of security in order to insure further compliance. The Board of Directors may waive any fines and interest for continuing violations if a Unit Occupant commences a good faith cure of same.

(C) Lien Against Unit: All fines or assessments levied or made shall constitute a personal obligation of the Unit Occupant, as well as a lien upon the Unit, which lien may be foreclosed in the same manner as a lien for unpaid common charges pursuant to the laws of the State of Connecticut.

(D) Fees and Costs: The Unit Occupant shall be liable for any attorneys' fees and costs incurred by the Condominium Association incident to the levy or collection of the fine, including court proceedings.

(E) Payment. No partial payments will waive the Condominium Association's right to pursue full payment and/or enforce these By-Laws, the Declaration, or rules and regulations. The Condominium Association shall credit any partial payment to the Unit Occupant's outstanding balance in the following order: i) attorney's fees and costs; ii) late fees and interest; iii) fines; iv) special assessments; v) regular assessments, with payment being applied to the oldest balance first.

ARTICLE VIII - MORTGAGES

A Unit Owner who mortgages a Unit shall notify the Condominium Association of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Association, which information the Condominium Association shall maintain in a file entitled "Mortgages of Units." The Condominium Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to such mortgagee any then unpaid common expenses due from the Unit Owner, or any other default by the Unit Owner of the mortgaged Unit, but shall do so in any event if the same is not cured within thirty (30) days. The Condominium Association, when giving notice to a Unit Owner of a default in paying common expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Condominium Association.

ARTICLE IX SALES, LEASES AND MORTGAGES OF UNITS

Section 1. Sales and Leases. No Unit Owner may sell or lease a Unit or any interest therein except by complying with the following provisions:

(A) A Unit Owner shall notify the Business Office of the Association when their Unit is being made available for sale and shall indicate if the Unit will be occupied or vacant during the period it is on the market. Any Unit Owner who receives a bona fide offer for the sale of a Unit together with: (1) the undivided interest in the common elements appurtenant thereto; (2) the interest of such Unit Owner in any Units theretofore acquired by the Condominium Association, or its designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (3) the interest of such Unit Owner in any other assets of the Condominium Association (hereinafter collectively called the Appurtenant Interest), or a bona fide offer for a lease of a Unit (hereinafter called an "Outside Offer"), which the Unit Owner intends to accept, shall give notice to the Condominium Association of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Condominium Association, may require. The giving of such notice to the Condominium Association by the Unit Owner, who has received the Outside Offer, shall constitute a warranty and representation that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Condominium Association may elect, by notice to such Unit Owner, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designees,

corporate or otherwise) on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer as stated in the notice from the offering Unit Owner. In the event the Condominium Association shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed, as the case may be, at the office of the attorneys for the Condominium Association thirty (30) days after the giving of notice by the Condominium Association of its election to accept such Outside Offer. In the event that such Unit together with the Appurtenant Interests is to be sold, at the closing of title, the Unit Owner shall (i) convey the same to the Condominium Association, or its designee on behalf of all other Unit Owners, by deed in the form required by applicable law, (ii) pay all Connecticut and Town of Stratford Real Estate Conveyance Taxes and all other taxes arising out of such sale, and (iii) adjust with the Condominium Association, or to its designee on behalf of all other Unit Owners, all items customarily adjusted between parties to sale and purchase of a condominium Unit. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Condominium Association, or to its designee, a lease covering such Unit between the offering Unit Owner, as landlord, and the Condominium Association, or its designee, as tenant, including a Lease Addendum as references in Article IX, Section 1 (c) of these By-Laws, on the terms and conditions contained in the Outside Offer. In the event the Condominium Association or its designee shall fail to accept such Outside Offer within twenty (20) days as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Condominium Association of the Outside Offer. The closing of title or the execution of a lease, as the case may be, shall take place within thirty (30) days after the expiration of the period in which the Condominium Association or its designee might have accepted the Outside Offer.

(B) Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an acceptance of the provisions of the Declaration of Unit Ownership, the By-Laws and the rules and regulations, as the same may be amended from time to time.

(C) A Unit (but not less than an entire Unit) may only be leased or rented in accordance with the following requirements: (i) No Unit may be leased or rented for a term of less than one (1) year. (ii) All leases and rental agreements shall be in writing. (iii) Any such lease being entered into or renewed must have attached to the primary lease a lease addendum signed by both the Unit Owner(s) and the lessee(s) in the form provided by the Condominium Association, as amended from time to time, and incorporated herein by reference. No such lease may include any provisions that contradict the lease addendum, Declaration, By-Laws, rules and regulations of the Condominium Association, or applicable State or Federal law or public policy. (iv) Lessee(s) shall agree in the lease addendum to abide by all provisions of the Declaration of Unit Ownership, By-Laws, rules and regulations of the Condominium Association, applicable State and Federal law, and public policy, and they shall agree that any violation of same shall constitute a material breach of said lease addendum and said lease. (v) Said lease addendum shall be consistent with these By-Laws, and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Condominium Association, and that the Condominium Association shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of

such lease/lease addendum. (vi) In the case of a conflict between the Lease and the Lease Addendum, or the Lease and the Declaration of Unit Ownership, By-Laws, or rules and regulations of the Condominium Association, the Lease Addendum, or the Declaration, By-Laws or rules and regulations, as the case may be, shall take precedence.

(D) In the event the offering Unit Owner shall not, within such 60-day period, contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease such Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Article. Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Condominium Association.

Section 2. Consent of Unit Owners to Purchase or Lease of Units by Condominium Association. The Condominium Association shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners in Oronoque Village, present in person or by proxy and voting at a meeting called for such purpose.

Section 3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to its Unit without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant interests of all Units.

Section 4. Release by Condominium Association of Right of First Refusal. The right of first refusal contained in this Article may be released or waived by the Condominium Association, in which event the Unit, together with the appurtenant interest in the common elements, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. Certificate of Termination of Right of First Refusal. The Condominium Association shall promptly furnish to any Unit Owner or other appropriate person requesting the same, within fifteen (15) days after the Condominium Association acts on such request but not longer than forty (40) days, a recordable statement certifying to any exercise, waiver of, or failure or refusal to exercise any rights under this Article, in all cases where such exercise, waiver, failure or refusal does in fact occur. Failure or refusal to furnish such a statement within forty (40) days after delivery of a written request by a Unit Owner, or other person in accordance with the provisions of this Article, shall make all such rights under this Article inapplicable to any disposition of a condominium Unit in contemplation of which such statement was requested. Any such statement shall be binding on the Condominium Association and every Unit Owner.

Section 6. Financing Purchase of Units by Condominium Association. Acquisition of Units by the Condominium Association on behalf of all Unit Owners may be made from the working capital in the hands of the Condominium Association, or if such funds are insufficient, the Condominium Association may levy an assessment against each Unit Owner in proportion to its ownership in the common elements as a common expense, which assessment shall be enforceable in the same manner as common expenses, or the Condominium Association may in its discretion borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit itself together with the common elements appurtenant thereto to be acquired by the Association. Notwithstanding any rights of the Condominium Association under this paragraph or under any other provisions of these By-Laws, it is agreed that the Condominium Association cannot at any one time hold title to more than ten percent (10%) of the total number of Units in the Association.

Section 7. Exceptions. The provisions of Section 1 of this Article IX shall not apply with respect to any lease, sale or conveyance by a Unit Owner of a Unit, together with the common elements appurtenant thereto, to a spouse or to any children or to a parent or parents or to a brother or sister, or any one or more of them, or to a Unit owned by the grantor, or to the acquisition or sale of a Unit, together with the common elements appurtenant thereto, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of such Unit from such mortgagee.

Section 8. Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer its Unit by gift, or to devise the Unit by will, or to pass the same by intestacy, such transfers, however, to be subject to the restrictions of the Declaration of Unit Ownership and By-Laws.

Section 9. Waiver of Right of Partition With Respect to Such Units as are Acquired by the Condominium Association or Its Designees, on Behalf of All Unit Owners as Tenants In Common. In the event that a Unit shall be acquired by the Condominium Association, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all right of partition with respect to such Unit.

Section 10. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a Unit unless and until that Unit Owner shall have paid in full to the Condominium Association all unpaid common charges theretofore assessed by the Condominium Association against such Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

ARTICLE X - INSURANCE; DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 1. Insurance. The Condominium Association shall maintain, to the extent reasonably available in the normal commercial marketplace and subject to reasonable deductibles:

(A) Property Insurance.

1. Property Insurance shall cover:

- a) All buildings in Oronoque Village, including all Units and all fixtures and equipment, whether a part of a Unit or a common element, and all betterments and improvements installed by Unit Owners, but excluding land, excavations, foundations or slabs, and other items normally excluded from property policies.
- b) All personal property owned by the Condominium Association.

2. Amounts of Coverage: The total amount of insurance on buildings in Oronoque Village, before application of any deductibles, shall be not less than 100% of the current replacement value at the time the insurance is purchased and at each renewal date, without deduction for depreciation. Personal property of the Condominium Association shall be insured for an amount equal to its replacement value. The Board of Directors is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the buildings and the actual cash value of personal property and the cost of such appraisals shall be a Common Expense.

3. Risks Insured Against: The insurance shall afford protection against fire and all other hazards that are normally covered by the "special form" coverage endorsement.

(B) Commercial General Liability Insurance including medical payments insurance, in an amount determined by the Board of Directors, but not less than \$1,000,000.00 per occurrence arising out of or in connection with the use, ownership or maintenance of the common elements covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the common elements, and excluding those incidents that are as a result of the use of that portion of Oronoque Village reserved for a Unit Owner's exclusive use. The Board of Directors shall also obtain and maintain an excess liability policy providing coverage of at least \$5,000,000.00. The Board of Directors shall also have the right to adjust the allocation of the amounts of primary liability insurance coverage and excess (i.e. umbrella) liability coverage based on the allocation in any given year that offers the Condominium Association the most affordable insurance premium as long as the aggregate of the subject liability coverage is at least \$6,000,000.00.

(C) Directors' and Officers' Liability Insurance with coverage of at least \$2,000,000.00 per occurrence, with separate coverage for legal costs, covering and indemnifying all of the directors and officers of the Condominium Association against liability for errors and omissions occurring in connection with the performance of their duties, with any deductible amount to be in the sole discretion of the Board of Directors.

(D) Workers' Compensation Insurance, if necessary to meet the requirements of the laws of the State of Connecticut.

(E) Fidelity/Employee Dishonesty Insurance or bonding in an amount that is not less than that required by the Connecticut General Statutes covering anyone who either handles or is responsible for funds held or administered by the Condominium Association, whether or not they receive compensation for their services.

(F) If the insurance described in subsections (A), (B) and (C) of this Section 1 is not obtainable in the normal commercial marketplace, the Condominium Association shall promptly cause notice of that fact to be given to all Unit Owners and their mortgage holders. The Condominium Association in any event may carry any other insurance it considers appropriate to protect the Condominium Association or the Unit Owners.

(G) Insurance policies carried pursuant to this Article X, Section 1 shall provide that:

1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the common elements or membership in the Condominium Association;

2. The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

3. No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Condominium Association, will void the policy or be a condition to recovery under the policy;

4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Condominium Association's policy provides primary insurance; and

5. The name of the insured shall be substantially as follows: "Oronoque Village Condominium Association, Inc. for the use and benefit of the individual Unit Owners or the Condominium Association's insurance trustee, if any".

(H) Any loss covered by the property policy under this Article X, Section 1 shall be adjusted with the Condominium Association, but the insurance proceeds for that loss are payable to any insurance trustee designated in the insurance policy for that purpose, or otherwise to the Condominium Association, and not to any holder of a security interest. The insurance trustee or the Condominium Association shall hold any insurance proceeds in trust for the Condominium Association, Unit Owners and holders of security interests as their interests may appear. The proceeds shall be disbursed first for the repair or replacement of the damaged property, which property damage shall include the betterments and improvements installed by Unit Owner, and the Condominium Association, Unit Owners and holders of security interests are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced, or Oronoque Village is terminated.

(I) An insurer that has issued an insurance policy or fidelity bond under this Article X, Section 1 shall issue certificates or memoranda of insurance to the Condominium Association and, on written request, to any Unit Owner or holder of a security interest. The insurer issuing the policy

may not cancel or refuse to renew it until 60 days after notice of the proposed cancellation or non-renewal has been mailed to the Condominium Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

(J) The Condominium Association may carry other insurance which the Board of Directors considers appropriate to protect the Condominium Association or the Unit Owners.

(K) Condominium Association insurance premiums shall be a common expense.

(L) The Board of Directors may determine, in its sole discretion, the amount of any deductible and the responsibility for payment of same as to any policy of insurance maintained under this Article X.

(M) Each Unit Owner should carry and pay for contents and liability insurance (an "H06" homeowner's insurance policy) for his or her home.

Section 2. Damage To or Destruction Of Property.

(A) Any portion of Oronoque Village for which insurance is required under law or for which insurance carried by the Condominium Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Condominium Association unless:

1. Oronoque Village is terminated, in which case Section 47-237 of Chapter 828 of the Connecticut General Statutes applies;
2. Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or
3. 80% of the Unit Owners, including every owner of a Unit or assigned limited common element that will not be rebuilt, vote not to rebuild.

(B) Cost. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a common expense, regardless of whether such excess is the result of the application of a deductible under insurance coverage.

(C) Plans. The repair or rebuilding of all of the damaged or destroyed portions of the Oronoque Village shall be, as nearly as practicable, consistent with the existing structures and improvements and in accordance with all applicable building codes.

(D) Replacement of Less Than Entire Property. If the entire Oronoque Village is not repaired or replaced by the Condominium Association:

1. The insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of Oronoque Village; and

2. Except to the extent that other persons will be distributees:
 - a) The insurance proceeds attributable to Units and limited common elements that are not rebuilt shall be distributed to the Unit Owners of those Units and the owners of the Units to which those limited common elements were allocated, or to holders of security interests, as their interests may appear, and
 - b) The remainder of the proceeds shall be distributed to all the Unit Owners or holders of security interests, in proportion as the common expense liabilities of all of Units.

3. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated on the vote as if the Unit had been condemned under subsection (a) of Section 47-206 of Chapter 828 of the Connecticut General Statutes, and the Condominium Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

(E) Insurance Proceeds. The insurance trustee, or, if there is no insurance trustee, then the Condominium Association, shall hold any insurance proceeds in trust for the Condominium Association, Unit Owners and holders of security interests, as their interests may appear. Subject to the provisions of subsection (a) of this Article X, Section 2, the proceeds shall be distributed first for the repair or restoration of the damaged property, and the Condominium Association, Unit Owners or lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired and restored, or Oronoque Village is terminated.

(F) Certificates by the Board of Directors. An insurance trustee, if one is appointed, may rely on the following certifications in writing made by the Board of Directors:

1. Whether or not damaged or destroyed property is to be repaired or restored;
2. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

(G) Certificates by Attorneys. If payments are to be made to Unit Owners, or holders of security interests, the Board of Directors, and the insurance trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the land records of the Town of Stratford from the date of the recording of the original Declaration, stating the name of the Unit Owners and holders of security interests.

ARTICLE XI - RECORDS

Section 1. Records. The Condominium Association shall maintain the following records in written form or in another form capable of conversion into written form within a reasonable time:

(A) Detailed records of receipts and expenditures affecting the operation and administration of the Condominium Association and other appropriate accounting records. All financial books and records shall be kept in accordance with generally accepted accounting practices.

(B) Minutes of all meetings of the Condominium Association and a record of all actions taken by the Association.

(C) A record of its Unit Owners in a form that permits preparation of a list of the names and addresses of all Unit Owners, in alphabetical order showing the number of votes each member is entitled to cast; and

(D) In addition, the Condominium Association shall keep a copy of the following records at its principal office: (i) its original or restated organizational documents and By-Laws and all amendments to them and all rules currently in effect; (ii) the minutes of all Unit Owners' and Board of Directors' meetings, other than executive sessions and records of all action taken by the Unit Owners or the Board of Directors, and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association; (iii) any financial statements and tax returns of the Condominium Association prepared for the past three years; (iv) a list of the names and business addresses of its current directors and officers; (v) its most recent annual report; and (vi) financial and other records-sufficiently detailed to enable the Condominium Association to comply with state statutes.

Section 2. Subject To Inspection. Subject to Section 3, all books and records kept by the Condominium Association, including the Association's ownership list and address, and aggregate salary information of employees of the Condominium Association, shall be available for examination and copying by a Unit Owner or its authorized agent. This right of examination may be exercised (i) during business hours or at a mutually convenient time and location, and (ii) upon five (5) days' written notice reasonably identifying the specific books and records of the Condominium Association requested. The Condominium Association shall not be obligated to compile or synthesize information. Information provided pursuant to this section shall not be used for commercial purposes.

Section 3. Not Subject to Inspection. Books and records kept by the Condominium Association may be withheld from inspection and copying to the extent that they concern:

- (A) Personnel matters relating to specific persons or a person's medical records;
- (B) Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;
- (C) Pending or threatened litigation;
- (D) Matters involving state or local administrative or other formal proceedings before a government tribunal for enforcement of the Declaration, By-Laws or rules;
- (E) Communications with legal counsel which are otherwise protected by the attorney-client

- privilege or the attorney work product doctrine;
- (F) Disclosure of information in violation of law;
 - (G) Confidential records of an executive session of the Board of Directors; or
 - (H) Individual Unit Owner files other than those of the requesting Unit Owner.

Section 4. Fees. The Condominium Association shall charge a fee for providing copies of any books and records under this section and for supervising the Unit Owner's inspection but those fees may not exceed the actual cost of any materials and labor incurred by the Association.

Section 5. Copies. The 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 and so requested by the Unit Owner.

ARTICLE XII - MISCELLANEOUS

Section 1. Failure to Deliver Notice. The inadvertent failure to deliver notice by any authorized means does not invalidate any meeting or other action.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws or the Declaration of Unit Ownership.

Section 3. Waiver. No restriction, condition, obligation or provision contained in these By-Laws 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 thereof which may occur.

ARTICLE XIII - MODIFICATION OR AMENDMENT OF BY-LAWS

Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of a majority of the Unit Owners, provided, however, that no amendment of these By-Laws shall be contrary to the requirements of applicable law as the same may be amended from time to time and provided, further, that said vote shall be taken at a meeting of the Unit Owners duly held for such purpose and further following written notice to the mortgagees of such Units appearing on the records of the Condominium Association, except that if such amendment directly or indirectly changes the boundaries of any Unit, the undivided interest in the common elements appertaining thereto, the liability for common elements appertaining thereto, the liability for common expenses or rights to common profits appertaining thereto, such amendment shall require the affirmative vote of seventy-five percent (75%) of the Unit Owners and shall, in addition, require the consent of the mortgagees of at least seventy-five percent (75%) of the Units subject to mortgage. The vote at such a meeting shall be in accordance with Article V, Section 8 of these By-Laws. Every amendment to the By-Laws shall be recorded in the Stratford Land Records and is effective only on recordation. An amendment shall be indexed in the

grantee's index and the grantor's index in the name of the Condominium Association. No action to challenge the validity of an amendment to the By-Laws adopted by the Board of Directors pursuant to this Article may be brought more than one year after the amendment is recorded. Amendments to the By-Laws required to be recorded by the Condominium Association shall be prepared, executed, recorded and certified on behalf of the Condominium Association by a member designated for that purpose or, in the absence of designation, by the President of the Condominium Association.

IN WITNESS WHEREOF, the Oronoque Village Condominium Association, Inc. has executed these Second Amended and Restated By-laws of Oronoque Village Condominium Association as of June 20, 2019.

ORONOQUE VILLAGE CONDOMINIUM ASSOCIATION, INC.


David Morosan

By: 
Robert Grosso, President
Duly Authorized


Gina M. Sullivan

STATE OF CONNECTICUT)

) ss. Stratford Aug 13, 2019

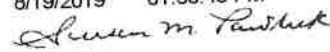
COUNTY OF FAIRFIELD)

On the above date, personally appeared Robert Grosso, President of Oronoque Village Condominium Association, Inc., a Connecticut non-stock corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President and the free act and deed of said Oronoque Village Condominium Association, Inc., before me.



Notary Public
My Commission Expires: 7-30-2022

RECEIVED FOR RECORD AT STRATFORD, CT
8/19/2019 01:58:43 PM


Stratford Town Clerk