

EXHIBIT B
BYLAWS

BYLAWS OF TIMBER OAK ASSOCIATION, INC.

ARTICLE 1 – INTRODUCTION

These are the Bylaws of Timber Oak Association, Inc. (the “Association”)

ARTICLE II – EXECUTIVE BOARD

Section 2.1 – Number and Qualification; Termination of Declarant Control.

Annual director elections will be conducted in the following manner.

The Association will call for qualified and interested parties and request that they submit a one-page document indicating their interest in running for election to the board of directors. This one-page document should provide information as the candidate sees fit that they would like voting owners to be made aware of in regards to their interests and qualifications before the election takes place. A deadline for submission will be provided.

A “Meet and Greet the Candidates” meeting for all owners will be scheduled should there be more candidates than director seats up for election. A notice in this regard will be sent to all Unit Owners.

Following the “Meet and Greet”, should that be needed, the document submitted by the candidates will then be sent to all owners along with a mail in ballot listing all candidates running for the available seats.

The ballots will include a blank return envelope in order to keep the votes anonymous.

Ballots will be required to be returned by a date pre-determined by the Executive Board.

Inspectors of the Election will be appointed by the Executive Board in order to count and record the ballots that are received.

Once all the ballots have been counted, the results will be communicated to all Unit Owners.

The election process will begin no earlier than October 1 each calendar year and will conclude no later than December 31. Elected directors will take office on January 1.

If a board member elect resigns from their elected seat before their terms starts, the candidate with the next highest votes will take their place.

Section 2.2 – Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include (subject to the above exception) the Power and Duties specified in Article XXV of the Declaration.

Section 2.3 – Standard of Care. In the performance of their duties, the Officers and Directors of the Executive Board are required to exercise the care required of fiduciaries of the Unit Owners, if appointed by the Declarant, and ordinary and reasonable care if elected by the Unit Owners.

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

Section 2.5 – Manager. The Executive Board may employ a manager for the Common Interest Community at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may delegate to the manager only the powers granted to the Executive Board by Article 27(c), (e), (g), and (h) of the Declaration. Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Executive Board, and to fulfill the requirements of the budget.

Section 2.6 – Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any Director with or without cause, other than a Director appointed by the Declarant.

Section 2.7 Vacancies. Vacancies in the Executive board caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at special meeting of the Executive Board held for that purpose any time after the occurrence of any such vacancy, even though Directors present at such meeting may constitute less than a quorum, in the following manner;

- (a) as to vacancies of Directors whom Unit Owners other than the Declarant elected, by a majority of the remaining such Directors constituting the Executive Board;
- (b) as to vacancies of Directors whom the Declarant has the right to appoint by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.8 – Regular Meetings. The first regular meeting of the Executive Board following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority

of the Directors shall be present. The Executive Board may set a schedule of additional regular meetings by resolution and no further notice is necessary to constitute such regular meetings.

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

Section 2.10 – Location of Meetings. All meetings of the Executive Board shall be held within the City of Danbury and Town of Bethel, unless all Directors consent in writing to another location.

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

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

Section 2.13 – Compensation. A Director may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties. Directors acting as officers or employees may also be compensated for such duties.

Section 2.14 – Consent to Corporate Action. If all the Directors or all members of a committee established for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Directors or committee constitutes a quorum for such actions, such actions shall be a valid corporate action as though it had been authorized at a meeting of the Executive Board or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Executive Board.

ARTICLE III – UNIT OWNERS

Section 3.1 – Annual Meeting. Annual meetings of Unit Owners shall be at such time as the Executive Board may designate. At such meeting, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II. The

Unit Owners may transact other business at such meetings as may properly come before them.

Section 3.2 – Budget Meeting. Meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 19.5 and 19.6 of the Declaration. The budget may be considered at Annual Meetings or at Special Meetings called for other purposes as well.

Section 3.3 – Special Meeting. Special Meetings of Unit Owners may be called by President, a majority of the Executive Board, or by Unit Owners having twenty percent (20%) of the Votes in the Associations.

Section 3.4 – Place of Meetings. Meetings of the Unit Owners shall be held at suitable place convenient to the Unit Owners as may be designated by the Executive Board or the President.

Section 3.5 – Notice of Meetings. Except for budget meetings, for which notice shall be given in accordance with Sections 19.5 and 19.6 of the Declaration, the Secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner, not less than ten (10), nor more than sixty (60) days in advance of any meeting. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove an officer or Director of the Executive Board. No action shall be adopted at a meeting except as stated in the notice.

Section 3.6 – Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and such waiver shall be deemed equivalent to the receipt of such notice.

Section 3.7 – Adjournment of Meetings. At any meeting of Unit Owners, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8 – Order of Business. The order of business at all meeting of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure)
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports.
- (e) Establish number and term of membership of the Executive Boar (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Members of the Executive Board (when required).
- (h) Ratification of Budget (if required and noticed).

- (i) Unfinished business.
- (j) New business.

Section 3.9 – Voting.

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

Section 3.10 – Quorum. Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy, at any meeting of Unit Owners, shall constitute a quorum at such meeting.

Section 3.11 – Majority Vote. The vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required in the Declaration, these Bylaws or by law.

ARTICLE IV – OFFICERS

Section 4.1 – Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgement may be necessary. The President and Vice President but no other officers, are required to be Directors. Any two offices may be held by the same person, except the office of President and Vice President and the office of President and Secretary. The office of Vice President may be vacant.

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

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

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

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

Section 4.6 – Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and the Executive Board. He or she shall have charge of such books and papers as the Executive Board may direct and he or she shall, in general, perform all the duties incident to the office of Secretary of a non stock corporation organized under the laws of the State of Connecticut. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

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

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

Section 4.9 – Compensation. An officer may receive a fee from the Association for acting as such, as may be set by resolution of the Unit Owners, and reimbursement for necessary expenses actually incurred in connection with his or her duties.

Section 4.10 – Resale Certificates and Statement of Unpaid Assessments. The Treasurer, Assistant Treasurer, or the manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 47-270 of the Act and statements of unpaid assessment in accordance with Section 47-258(h) of the Act.

The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Executive Board. The Association may refuse to furnish resale certificates and statement of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE V – ENFORCEMENT

Section 5.1 – Abatement and Enjoinment of Violation by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, or the breach of any provision of the Document shall give the Executive Board the right, after

Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

- (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 defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents, and the Executive Board shall not thereby be deemed liable for any manner or trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.2 – Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$50.00 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

ARTICLE VI – INDEMNIFICATION

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

ARTICLE VII – RECORDS

Section 7.1 – Records and Audits. The Association shall maintain financial records. The financial records shall be maintained and audited in accordance with Article XVII of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the Documents.

Section 7.2 – Examination. All records maintained by the Association or by the Manager shall

Section 7.3 – Records. The Association shall keep the following records:

- (a) An account for each Unit which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account, and the balance due.
- (b) An account for each Unit Owners showing any other fees payable by the Unit Owner.

- (c) A record of all receipts and any capital expenditures anticipated by the Association for the current and next succeeding fiscal year.
- (d) A record of the amount, and an accurate account of the current balance of any reserves for capital expenditures, replacement and emergency repairs.
- (e) The current operating budget adopted and ratified pursuant to the Act.
- (f) A record of any unsatisfied judgements against the Association and the existence of any pending suits in which the Association is a defendant.
- (g) A record of insurance coverage provided for the benefit of Unit Owners and the Association.
- (h) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements.
- (i) Annually the Association shall prepare a balance sheet showing the financial condition of the corporation as of a date not more than four (4) months prior thereto, and a statement of receipts and disbursements for twelve (12) months prior to that date. The balance sheet and statement shall be kept for at least ten years from such date in the principal office of the Association.
- (j) Tax returns for state and federal income taxation.
- (k) Minutes of proceedings of incorporators, Unit Owners, Executive Board, committees of the Executive Board and waivers of notice.

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

ARTICLE VIII – MISCELLANEOUS

Section 8.1 Notices. All notices to the Association or the Executive Board shall be delivered to the office of the Manager, or if there is no manager, to the office of the Association, or to such other address as the Executive Board may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold Security Interest in Unit. Except as otherwise provided, all notice to any Unit Owner shall be sent to his or her address as it appears in the records of the Association. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designate by them from time to time, in writing, to Association. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

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

Section 8.3 – Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure

to enforce the same, irrespective of the number of violations or breaches which may occur.

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

Section 8.5 – Restrictions. Reference is made to the Rules and Regulations of the Condominium which are incorporated herein by reference.

ARTICLE IX – AMENDMENT TO BYLAWS

The Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.

Certified to be the Bylaws adopted by consent of the incorporator of Timber Oak Association, Inc. dated _____

Timber Oak Association, Inc.

By: _____

Article V of the Bylaws

Amended on July 24, 2023

Article V -Enforcement.

Section 5.2- Fine for Violation. By resolution following Notice and Hearing, the Executive Board may levy a fine of up to \$50 per day for each day that a violation of the Documents or Rules persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to ensure compliance with the rule or order of the Executive Board. In the case of pyrotechnics/fireworks or proper attire/use of diapers in the pool violations the Executive Board may levy fines in the following amounts – first offense \$250, second offense \$500 and third offense \$1,000.

