



## **By-Laws**

**Amended June 11, 2016**

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**BY-LAWS**  
Of the  
**BIRCH GROVES ASSOCIATION, INCORPORATED**  
**CANDLEWOOD LAKE, NEW MILFORD, CONNECTICUT**

**ARTICLE I**  
**NAME**

Section I: The Association shall be known by the name and title of "BIRCH GROVES ASSOCIATION, INCORPORATED," of New Milford, Connecticut.

**ARTICLE II**  
**OBJECTIVES**

Section I: The objectives of the Birch Groves Association, Incorporated shall be to maintain a high standard of residents, a high standard of building construction, and a high standard of maintenance of the Birch Groves development; to promote lawful and proper consideration among the members of the Association to the end that the residential standards of the Birch Groves development may be maintained and that property values may be upheld or increased; and to protect in any manner the interests of the Birch Groves Association members, both from a standpoint of enjoyable conditions and protections of real estate values.

**ARTICLE III**  
**MEMBERSHIP**

Section I: No person shall be elected to membership in this Association unless he or she is the titleholder of land and dwelling in Birch Groves on Lake Candlewood, or the spouse of the title owner. In the case that the title holder be a partnership or a corporation, it shall be incumbent on either to designate one partner or one corporate officer to be recognized as the "member" of the Association hereinafter referenced in the By-law, subject to all conditions of the By-laws.

Section II: Any title holder of land dwelling, or his or her spouse, who wants to become a member shall make application in writing to the Board of Directors. The application must be accompanied by the initiation fee set forth in the Fee Schedule.

Section III: If the Board of Directors, upon investigation, finds that the title owner is qualified for membership in said Association under the By-Laws, that person may be admitted to membership upon a three-fourths (3/4) vote of the directors.

Section IV: There shall not be more than one member per dwelling. In the event that a party has title to more than one dwelling in the development, he shall be subject to separate fees and assessments for each such dwelling as dictated in the Fee Schedule. Each dwelling is entitled to one vote at Association meetings.

Section V: Should membership be denied any applicant by the Board of Directors, any ten (10) members of the Association may petition said Board for a special meeting of the Association, at which said application shall be submitted to the Association for a vote. Such petition may be filed once in any succeeding year on behalf of such applicant. The applicant may be elected to membership by a majority vote of the members present.

Section VI: Any grievances against any member of the Association must be brought only to the Board of Directors and not to any meeting of the Association. Said Board of Directors must take action on any such grievances. Should said Board of Directors not wish to take any action, or not be able to agree upon the course of action to be taken, the said grievances must be brought by the Board to the next meeting of the Association.

Section VIII: Any membership in the Association is subject to termination for failure to comply with the By-Laws or Deed Restrictions of the Association, or for recurring disorderly and/or destructive conduct on Association property. Such membership shall be finally revoked and terminated in the following manner:

- (a) A 3/4 vote of the Board of Directors shall be required to initiate suspension procedures.
- (b) A notice of proposed suspension shall be sent by certified mail to the member subject to suspension. This notice will explain the cause of proposed suspension and will outline the corrective action required of the member.
- (c) The member shall have the right to request a hearing before the Board of Directors. The member shall have one month from receipt of proposed suspension to request this hearing.
- (d) The member shall have one month to take corrective action after the hearing provided a 3/4 vote of the Board of Directors upholds the cause of proposed suspension after such a hearing. Where a member has not requested a hearing, that member shall have one month from the receipt of proposed suspension to take corrective action. The Board of Directors shall have the right to extend this time period in necessary circumstances.
- (e) If the member has not taken corrective action as set forth in the notice of proposed suspension, or as agreed to in the hearing, within the designated time period, the party's membership shall be temporarily suspended by the Board of Directors. This notice shall be sent by certified mail and shall identify any or all Association services and facilities to be denied to the member as determined by the Board. This notice shall state that termination of membership shall be placed before the next meeting of the membership as duly scheduled or called.
- (f) Final termination of membership shall require approval of the membership by majority vote at a duly convened meeting of the membership. The Board of Directors shall be required to make a full presentation of the causes for suspension and the case for termination of membership.
- (g) The Board of Directors may reinstate a suspended member by majority vote of the Board provided the member has taken the required corrective action. The Board of Directors shall also have the right to temporarily reinstate a membership terminated by a vote of the membership, but permanent reinstatement must be confirmed by a majority vote of the membership at the next duly convened meeting of the membership.

Section VI: Subject to payment of fees and assessments specified in the Fee Schedule, membership shall entitle the member to receive water service and other services provided by the Association. Membership shall also entitle the member, his family, household, and temporary guests to use Association facilities in accordance with the Rules and Regulations laid down by the Board of Directors.

Section VII:

(a) A family, under the definition of these By-Laws, shall mean those related by blood, marriage, or domestic partnership.

(b) Temporary guests, under the definition of these By-Laws, shall be a person, or persons, entertained in the member's dwelling and who does not pay a rental fee to the member.

(c) A tenant, under the definition of these By-Laws, shall be a person, or persons, who pay a rental fee to the member. A temporary guest, who in the absence of the member or the member's family, maintains occupancy of the member's dwelling for a period of more than one month, shall be presumed to be a tenant.

Section VIII: Membership is conditional upon full compliance with the By-Laws of the Association.

Section IX: No member shall invite a non-member resident of Birch Groves to enjoy, as his guest, the use of the beach, boat docks, tennis court, clubhouse or any of the other facilities of the Association.

## **ARTICLE IV** **THE ELECTIVE OFFICERS (BOARD OF DIRECTORS)**

Section I: The officers of this Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, who shall constitute the Board of Directors of the Association. They shall hold office for two (2) years or until others are elected in their stead. The President and Secretary shall be elected on even years, and the Vice President and Treasurer shall be elected on odd years, by a majority vote of those present at the first regularly scheduled meeting of the Association, to be held on the second Saturday in June.. At the meeting held the third Saturday in August during election years, the new officers will be installed and shall preside immediately after reading of the reports of the outgoing officers. The majority of the Board of Directors must, at all times, consist of title holders of land and dwelling, or their spouses; the other members of the Board may be the adult relative of title holders, who are also occupants of the dwelling. In the event of a vacancy in any office, the Board of Directors shall appoint a member of the Association to fill the vacancy until the next regular meeting.

Section II: The President shall be chief executive officer of the Association, and he shall be an ex-officio member of all committees. The President shall preside at all meetings and shall be chairman of the Board of Directors; issue the call for regular meetings, board meetings and special meetings and see that regular elections are held in accordance with the provisions herein.

Section III: It shall be the duty of the Vice President to have charge of the enforcement of building standards and covenants and to bring before the Board notice of any violation of the By-Laws of this Association by its members. It shall also be the duty of the Vice President to aid the President in the discharge of his duties and in his absence to officiate as President, having the same authority as the President. The Vice President shall also assume such special responsibilities as may be assigned to him by the President.

Section IV: It shall be the duty of the Secretary to send out notices of any and all meetings and also, as soon as practicable, copies of the minutes of Association meetings to all members. The Secretary shall be under the supervision and direction of the President and the Board of Directors and shall be the liaison officer between the Board and the Association. It shall be the Secretary's duty to keep the general Association records, including minutes of the Association and Board meetings, committee appointments, officers lists, attendance records, list of members showing their permanent addresses and telephone number, Association accounts and to preserve copies of the Treasurer's reports filed with him/her as to receipts and disbursements of the Association, to answer all correspondence directed to the Association and to perform such other duties as may be directed by the President and the Board of Directors. It shall be the duty of the Secretary to officiate at any meeting in the absence of a presiding officer.

Section V: It shall be the duty of the Treasurer to keep all books of account, to pay all proper bills of the

Association which may accrue, to prepare financial notices and to issue statements in respect to the financial condition of the Association at the annual meeting and at such other meetings as he might deem advisable. It shall also be the duty of the Treasurer to collect and receive any and all assessments, fees and other sums of money levied against or owing to the Association and to keep the same for the benefit and use of the Association and to render a true and correct statement and account of its funds at the annual meetings. The Treasurer shall deposit all such monies in a bank or banks to be designated and approved by the Board of Directors and shall pay out money only on the direction of the Board. All checks and vouchers must be signed or created electronically by the Treasurer or other officer empowered to do so by the Board of Directors.

Section VI: All new business of the Association shall be considered and shaped by the Board for presentation to the Association members at regular or special meetings. They shall authorize all expenditures within the limitations of Section VI of Article IX of these By-Laws. The entire financial responsibility of the Board shall be dictated by expression of the members of the Association as given at the second annual meeting of the Association to be held on the third Saturday in August, and the Board shall levy such assessments as may be necessary to meet Association needs. A majority (3/4) of the Board may govern except where otherwise provided. They shall have the books and accounts reviewed annually or more often at their discretion. They shall designate the bank or banks to hold the funds or surplus. They shall submit to the Association at regular meetings such recommendations as they have approved affecting the administrative or activities policies of the Association.

Section VII: No member shall hold more than one elective office in the Association at one time.

Section VIII: The duty of the officers and Board of Directors shall be to manage the affairs of the Association in accordance with the provisions of the By-Laws. Anything not explicitly written is up to the discretion of the Board.

Section IX: Any officer or member of the Board of Directors may be removed when such action is requested in writing by ten (10) members of the Association and if so voted by two-thirds (2/3) vote of a duly called meeting of the Association for said purpose.

Section X: The Board of Directors shall take full charge of all community property and shall make such administrative regulations as they may deem proper for the protection and use of the property, and shall report at the next meeting of the Association any damage to such property together with the cause, if known.

Section XI: Three Officers and Directors shall constitute a quorum at any meeting of the Board.

Section XII: If in the proper performance of their duties under these By-Laws, the Board of Directors, or any member of the Board of Directors, become subject to claims suit, or any other action threatened pursuant to law, the Association shall indemnify and hold harmless such Board members from damages, judgments, settlements, costs, charges, or expenses incurred in connection with such claims and suits.

Section XIII: In consideration of service rendered to the community by the officers of the Board of Directors after a previous year, each Board member shall receive partial rebate of assessment in accordance with the "Schedule of Assessment Relief." (See the Fee Schedule) This "Schedule" shall be reviewed and updated, subject to the approval of the membership, as deemed advisable and necessary by the Board.

**ARTICLE V**  
**ADVISORY COMMITTEES**

Section I. The President shall appoint such advisory committees as the Board of Directors may deem necessary or helpful in carrying out its goals and responsibilities to the membership and the Association's interests. Advisory committee members provide background material, report recommendations on specific issues and concerns to the Board and Membership for their information and consideration, and may provide volunteer work assistance as needed to achieve their purpose. Committees shall not incur expenses to the Association without the prior approval of the Board of Directors.

Section II. The Board of Directors shall constitute the Membership Committee and it shall be their duty to make inquiry into the qualifications of any applicant for membership and report the action taken on such application at the next regular meeting of the Association.

Section III. In consideration for service rendered to the community by the members of the various advisory committees described herein, each advisory committee member shall receive a partial rebate of assessment in accordance with the Fee Schedule.

Section IV. There shall be the following Advisory Committees (The Board, at its discretion, may combine committee responsibilities if necessary to execute all functions appropriately):

- Clubhouse Advisory Committee: Consists of a Chairperson and additional members as needed.
  1. Reviews and evaluates the ongoing condition and design of the clubhouse grounds, and makes recommendations with proposed budgets to the Board of Directors for the maintenance and improvements.
  2. Assists the Board in the development of contracts for cleaning services and garbage pick-up.
  3. Monitors the performance of the above-mentioned contract services, and reports problems to the Board.
  4. Receives requests for clubhouse rental, and arranges for the clubhouse and bathrooms to be clean for renter.
  5. Initiates water service turn-on, spring cleaning and garbage pick-up for clubhouse and bathrooms in time for the spring docking, and facilitates discontinuation of these services after the fall undocking.
- Beach and Recreational Lands Advisory Committee: Consists of a Chairperson and additional members as needed.
  1. Reviews and evaluates the ongoing condition and design of the beach and associated facilities on land, and makes recommendations with proposed budgets to the Board of Directors for the maintenance and improvements of these facilities.
  2. Monitors the performance of the hired lifeguard, and reports problems to the Board.
  3. Reviews and evaluates the ongoing condition of the tennis/basketball court, and makes recommendations with proposed budgets to the Board of Directors for the maintenance and improvements of the facility
  4. Initiates placement and removal of the tennis court net and system to lock the court to limit use to BGA members.
- Boating Docks Advisory Committee: Consists of a Chairperson and additional members as needed.
  1. Coordinates Spring and Fall docking activities.
  2. Receives member applications for boat slips and required insurance certificates for liability insurance on all watercraft.
  3. Assigns boat slips according to best practice.

4. Reviews and evaluates the dock system structure and anchorage in relation to requirements placed upon it by member boats, and makes recommendations to the Board with proposed budgets for maintenance and improvements.
  5. Assists the Board in evaluating and monitoring any contracted service related to the boat docks.
- Land and Buildings Advisory Committee: The Vice President shall be the Chairman and shall appoint additional members to this committee, as he/she may deem appropriate, with the approval of the President.
    1. Clears plans for new buildings or for additions to existing buildings of members before final approval of the Board of Directors.
    2. Makes recommendations through the Board to the members at the next meeting of the Association of any sale of Association property.
    3. Works to advise property owners that all projects must comply with local ordinances and rules pertaining to use of land, type of structures that may be built, the distance structures may be from street lines as well as adjacent neighbor's property lines, and other clauses contained in the regulations, By-Laws, New Milford Zoning regulations, and New Milford Inland-Wetlands regulations.
    4. Oversees use of the boat storage yard and maintenance garage, and makes recommendations to the Board for necessary improvements or changes to such.
  - Roadway, Grounds, and Landscaping Advisory Committee: Consists of a Chairperson and additional members as needed.
    1. Reviews and evaluates the ongoing condition, maintenance and design of landscaping efforts on Association property throughout the community, including wooded parcels, and makes recommendations to the Board with proposed budgets for necessary maintenance and improvements.
    2. Reviews the general condition of roadways and right-of-ways within Birch Groves, and makes recommendations to the Board with proposed budgets for necessary maintenance and improvements.
    3. Assists the Board in the planning and development of contracts as needed for snowplowing services, tree removal, regular seasonal lawn maintenance, seasonal clean-up, landscaping, roadway and right-of-way maintenance and improvements.
    4. Monitors the performance of the above-mentioned contracted services, and reports problems to the Board.
    5. Solicits member volunteers for beautification projects and placement/maintenance of seasonal plantings on Association property.
  - Management Advisory Committee: Consists of a Chairperson and four non-officer members. The Chairman and members shall all be appointed by the Board of Directors and approved by the Membership. The term of service for the committee members shall be one year, but may be extended at the discretion of the Board of Directors (with membership approval). Any one member of this committee shall have access to all board meetings as an observer only.
    1. Reviews and evaluates the effectiveness of the Board and provides reports to the Board and the general membership at regular meetings of the Association, and in communications as necessary.
    2. Solicits members and interviews for prospective candidates for elected office, and presents a slate of nominees at the June membership meeting.
    3. Between the June and August membership meetings, reviews the books of the Treasurer, and any documents or records pertaining thereto, and makes a report of its findings directly to the members at the annual meeting held the third Saturday in August.
  - Social Events Advisory Committee: Consists of a Chairperson and additional members as needed.

1. Establishes social and entertainment events for the Association members. All events and activities held on Association property, or requiring Association financial support, require the approval of the Board of Directors.
  2. A schedule of summer events should be prepared and submitted as early in the season as practicable, with additions and amendments provided throughout the season, and communicated to the membership as needed.
- Water System Advisory Committee: Consists of a Chairperson and additional members as needed.
    1. In conjunction with the contracted Certified Water System Operator hired by the Board, assists the Board in understanding the design, ongoing condition and improvement needs of the community's water system, including pump houses.
    2. Assists the Board in evaluating plans and alternatives for addressing existing issues or improvement designs for the system, including budget proposals for same.
    3. Monitors the performance of the Water System Operator in the execution of the contract, and reports to the Board any identified issues.
    4. May provide assistance to the Water System Operator in day-to-day activities related to the water system as allowed by law.
    5. Assists the Board and Water System Operator in notifying the membership of any problems or conditions that may affect water usage.
    6. Handles reports and forms to/from the State Department of Health.

Section V. Between the June and August general membership meetings, the incumbent Board of Directors shall make notice to the membership of committee positions that require filling, request and receive applications from interested members and forward these applications for appointment by the elected President for the next term. At the August meeting, when the new Board of Directors assumes office, a presentation of the various committee members appointed by the new Board shall be made to the general membership.

## ARTICLE VI VACANCIES

Section I: Individuals to fill any Board or Committee vacancies shall be appointed by the Board of Directors.

## ARTICLE VII MEETINGS

Section I: Regular meetings of this Association shall be held on the second Saturday in June and on the third Saturday in August of each year. An agenda shall be sent to the membership, either electronically or by mail, at least two weeks prior to each regular meeting, together with a proxy form in accordance with Section IV of this Article. Any ten (10) members of the Association may petition the Board to have a specific item added to the agenda by presenting a petition to the Board 3 weeks prior to the meeting.

Section II: Special meetings for any purpose may be called by the President at any time, by giving two weeks notice thereof, either electronically or by mail, setting forth the agenda, together with a proxy form. The President shall call a special meeting if so requested in writing by at least ten (10) members.

Section III: The Board of Directors shall hold regular meetings, including meetings held prior to the two annual general membership meetings, and other meetings as they may deem necessary. The President shall designate the time and place for the meetings and shall give seven days notice if possible.



Section IV: Any member unable to attend a regular or special meeting may be represented at the meeting by one of his family, or any other member who presents his written, signed proxy. Proxies filled out by members unable to attend a meeting must be presented to the Board of Directors before the start of the meeting. All proxies must set forth the items on the agenda for that meeting, and the voting choice of the member concerning each item. No member may, at any time, be entitled to more than a single vote per household.

Section V: An attendance of thirty percent of the membership of this Association, or their qualified representatives, shall be necessary for a quorum at any meeting.

Section VI: In addition to the members themselves, admission to the annual meetings will be accorded to all adult constituents of the member's family. It shall be the spirit of the Association that such persons may have the right to express opinions at the meetings, but that the right to vote shall be accorded only to members or their qualified representatives as aforesaid. Neither non-member nor rental residents may attend meetings.

Section VII: The meeting to be held on the third Saturday in August shall be the one at which the final reports of the retiring officers and committees shall be read.

## **ARTICLE VIII** **ELECTIONS**

Section I: The officers and directors of this Association shall be elected as follows:

(a) The nominating committee shall submit a proposed slate of officers for the ensuing term to the members at least three weeks preceding the meeting held on the second Saturday in June.

(b) The Secretary shall announce the slate either electronically or by mail at least two weeks before the election meeting.

(c) Other nominations for any office must be in writing, and signed by at least eight members of the Association; and the nominee shall, on the same notice of nomination, sign his willingness to serve in the office for which he is nominated. This written nomination shall be sent electronically or otherwise delivered to the President and the Secretary of the Association at least three weeks preceding the meeting to be held on the second Saturday in June. The Secretary shall announce all nominations so received at least two weeks before the election meeting.

(d) At said election meeting nominations for all offices to be filled in the succeeding year may also be made from the floor.

Section II: Officers shall be elected at the meeting held on the second Saturday in June and shall hold office for two years from the date of their installation (the third Saturday of August ) or until their successors shall be elected.

Section III: For each office, the person receiving the majority of votes cast shall be declared elected to that office.

## **ARTICLE IX** **FEES AND ASSESSMENTS**

Section I: There shall be no annual dues for membership in said Association per se. However, there shall be made annual assessments upon members for all proper costs of operation of the Association and the Birch Groves development. These assessments shall be based upon the recommendation of the Board of Directors to the annual meeting to be held on the third Saturday in August. A detailed itemization of all costs, with a complete financial statement, shall be made available to all members at or before the said meeting.

Any and all other items involving the possible expenditures of the Association for the coming year shall be discussed and voted on at said meeting, and the Board of Directors shall raise the necessary amounts by assessments as herein provided.

Section II: Towards this end, it shall be the responsibility of the Board of Directors to develop a Capital Improvement Plan and an Operations and Maintenance Plan. These plans shall be kept current and reflect a definite direction in developing, operating and maintaining the Association and its property. Such plans must be submitted to the membership annually for their review and approval at the June meeting, and will form the basis of the annual budget of the Association.

Section III:

(a) An initiation fee shall be charged for each membership transferred to a new owner by prior owner by virtue of sale of an existing dwelling, if such membership was in good standing at the time of the sale. In the event of a sale of a dwelling from a member of the Association to a member of this family, this requirement for a fee payment is waived. If membership is not transferred and the initiation fee is not paid within three months of the closing, the owner will be considered a non-member. Please refer to the Fee Schedule for the current initiation fee.

(b) An initiation fee shall be charged for each new membership where the new owner of an existing dwelling has not received a transfer membership because the previous owner was not a member, or was not a member in good standing. Please refer to the Fee Schedule for the current initiation fee.

(c) A title holder of a new dwelling built after August 1972 applying for new membership shall be charged an additional one time vesting fee. In a case where the new dwelling replaces one which existed before August 1972, and the owner has maintained his membership in good standing, the payment of this vesting fee shall be waived. Please refer to the Fee Schedule for the current initiation fee.

Section IV: The budget year shall be considered to be from September 1<sup>st</sup> through August 31<sup>st</sup>.

Section V: The properties of real estate owners in Birch Groves shall be classified as follows:

- Class A - Property owner with dwelling who is a member.
- Class B - Property owner with dwelling who is a non-member.

Yearly assessment shall be developed in two sections:

- Capital Expense
- Operating and Maintenance Expense

These two sections shall be further broken down into expenses for:

- General Administration & Operation
- Roadway Maintenance & Improvements
- Water & Service
- Recreational & Social.

All Class A and B owners shall be assessed for work budgeted under General Administration & Operation and Roadway Maintenance & Improvements. Class A and B owners receiving water service shall be assessed for work or charges associated with that service. Only Class A owners shall be assessed for work budgeted under Recreational & Social items.

The Capital Assessment shall be computed as follows:

- Amount of Capital budget approved for current year, plus a net working fund of \$1,000 less cash on hand in Capital account at the budget meeting date, divided by the total number of Class A and B owners receiving services as provided for shall equal the amount to be paid by each Class A and B property owner.
- Class B property owners shall have a surcharge of not less than 10% added to their assessment to cover administrative charges and depreciation of equipment and other property provided.

Water Charges and/or Assessments shall be computed as follows:

- New customer services to the water system shall be charged an enlargement and connection fee. In addition, should a water main not be available in front of the property to which a new customer desires water service, an extension to the main shall be required and the cost of such must be borne by the new customer. Please refer to Appendix B for the current enlargement and connection fee.
- Services that have been terminated and/or have become non-paying accounts may be permitted to again receive water service under the following conditions:
- A charge for reconnection must be paid and shall be based upon a typical customer pro-rata-share of capital improvements that had been made to the water system during the time period the service was inactive, and upon approval by the Board.
- All payments, charges, and arrears shall be made prior to any physical connections or improvement to the system or before services are reopened.
- The yearly water service charges shall be computed by pro-rating equally among all customers the annual costs as provided for in the approved budget as called for under these By-Laws. No differential shall be computed or allowed for difference in water consumption by customer, or periods of such water service or consumption.

Section VI: The Board of Directors shall be empowered to spend in any one year a total amount which shall be measured by the year's approved capital and operating and maintenance budgets. Under the operating and maintenance budget up to an additional one thousand dollars (\$1,000) may be spent in a budget year if pre-approved by a majority vote of members, except in the case of an emergency.

Due to the high value of Association facilities and a certain amount of self-insurance, it is necessary for the Association to maintain a Reserve Fund. This fund can only be used by the Board of Directors to make emergency, unplanned repair or replacements of existing facilities. This fund shall be financed by allotting an appropriate percentage annually of the monies collected under Capital Items in Article IX, Section VII of these By-Laws. Monies may also be added to this fund by special assessment, as determined by the Board of Directors and approved by a majority vote by the membership at a regular or special meeting.

Section VII: Fees, charges and assessments shall be credited to the various Association accounts as follows:

- Rental Fees - O & M Fund
- Sale of Land - Capital Fund
- Initiation Fee - Capital Fund
- Docking & Locker Fees - Capital Fund
- Surplus from Social Events - O & M Fund
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Any other revenues shall be credited to the various funds as the Board of Directors deem fit.

Section VIII: Assessments developed in accordance with these By-Laws shall be levied against all member property owners and for services against non-member property owners not later than October 1, following the meeting at which budgets are approved. Bills will be rendered September 1, and are payable in two equal installments during the months of September and February and shall be deemed delinquent thirty (30) days after payment is due, and one percent (1%) per month interest will be added on all delinquent payments. Members delinquent in assessment payments shall lose the right to vote at any and all meetings of the Association, and the right to use Association facilities such as the beach, boat docks, clubhouse and tennis/basketball court until such time as the delinquency is removed. Should a property owner who is delinquent in assessment payments offer for sale or rental his or her property, approval of the buyer to membership, or the tenant to the use of Association facilities, shall be denied until such time as the accounts are paid in full. If an assessment remains unpaid for six (6) months after due date, a lien for the unpaid amount shall be filed with the Town Clerk of New Milford against the property and the owner. The Board of Directors shall additionally take whatever legal action is required to collect any unpaid accounts.

If all or any part of an assessment remains unpaid for sixty (60) days after due date, and due notice either electronically or by mail, the Board of Directors reserves the right to post the delinquent person's name at a location within the community, and/or shut off water service to dwellings not occupied on a regular basis.

## **ARTICLE X** **MAINTENANCE OF THE DEVELOPMENT**

Section I: The final responsibility for the property maintenance of Birch Groves shall be vested in the Board of Directors. The employment and the termination of the employment of any employee or contractor of the Association, may be determined at any time by a majority vote of the Board of Directors.

Section II: Property held by the Association may be sold to Association members only. No plot 100 feet in width or wider shall be broken up into smaller parcels for such sale. Negotiations for the sale of such property will be carried on by the Land & Building Committee which will recommend to the Board of Directors its approval or disapproval of the proposed sale, the price at which the property is to be sold, and the terms of the sale including the restrictions, if any, to be placed on the property sold.

The Board of Directors shall send written notice electronically or by mail to each member of the Association, including the recommendation of the Land & Building Committee, concerning each piece of property to be sold, at least three weeks in advance of the Association meeting at which the membership shall vote on such sale. No property shall be sold, nor shall the restrictions concerning the sale or construction on any property sold by the Association be modified, unless the terms of such sale are approved by two-thirds (2/3) vote of the members present, or by proxy, at the meeting at which such sale or change is voted.

The conditions of the sale of all Association property shall at no time have less restrictions, with reference to erection and maintenance of any structure in Birch Groves, than those provided by the Dell Realty Corporation as of July 1, 1941 and as set forth in the deed of the Dell Realty Corporation to Thomas Keirnan Building Company, dated August 2, 1937. All restrictions referring to the ethnic or religious backgrounds of buyers or occupants are hereby revoked.

No property of the Association shall be sold to any member of the Association for nonbuilding purposes unless it has first been offered for sale to the contiguous property owner or owners. By "contiguous" it is meant that the two plots are adjacent, adjoining with common boundary, and not separated by any road or right-of-way. If the owner of such contiguous and adjoining land does not purchase the property on the terms mutually agreeable to such owner and the Association, then and only then may it be offered to other members of the Association. No dwelling place may be erected on such contiguous property sold by the Association except an extension of an existing one-family dwelling or a garage for the use of the owner or occupant of such dwelling

Section III: Plans for all buildings or extensions of existing buildings, whether or not on property sold by the Association, must be submitted to the Land & Building Committee prior to construction. The Committee will forward them with its recommendations to the Board of Directors for approval, and communicate any final questions or requirements back to the homeowner. No building or extension of a building may be constructed in the development without the knowledge and approval of the Board of Directors.

On any plot in Birch Groves on which a building has been or will be erected, the owner shall provide for off-street parking facilities for at least two cars. No parking shall be permitted on community roads except temporary parking for guests.

All building erected or proposed for exterior modification within the development shall, among other things, conform in style or architecture and color with existing residences, shall be single family residential dwellings, or garages for use of owners or occupants of said residential dwellings, and shall conform to current New Milford Zoning and Inland Wetlands regulations pertaining to setback, lot and building side, and storm water management devices designated for the applicable zone.

Section IV: The use of trailer homes within Birch Groves is expressly prohibited.

Section V: Except for existing community roads, no land within the development shall be used for a road connecting with land outside the development. No existing roads shall be extended or connected with the land outside the development.

**ARTICLE XI**  
**SALE OF PROPERTY**

Section I: Any member of this Association who intends to sell his or her property must give postmarked written or electronic notice of such intention to the Board of Directors thirty (30) days before offering it for public sale. Such notice shall contain particulars relating to the dwelling or property normally given to a real estate broker by a seller. Upon receipt of such notice, the Board of Directors shall notify the membership of the proposed sale. In the case of a member transferring his or her property by sale, bequest or inheritance to another member of his or her family, this requirement is waived. The Board has discretion to waive the 30 day notice.

Members intending to sell their property must furnish the listing agency with a copy of the By-Laws and Administrative Rules & Regulations so that Realtors and potential buyers are made aware of the rights and responsibilities inherent with ownership of property in Birch Groves. Once an agreement of sale is made with a buyer, the Member must additionally furnish the buyer with a copy of the By-Laws and Administrative Rules & Regulations, and provide the Board of Directors with the buyer's contact information.

Section II: Failure of a member to give notice of intention to sell his or her property as required under these By-Laws shall constitute sufficient reason for the Association and its membership to deny membership to the purchaser of such property.

**ARTICLE XI.1**  
**RENTAL OF PROPERTY**

Section I: For purposes of this Article, the following definitions shall apply:

(1) "law or regulation" shall mean any law, statute, ordinance, or regulation of any jurisdiction, applicable to the ownership, use, occupancy, transfer or rental of residential real property in the Town of New Milford, including without limitation the New Milford Zoning Regulations.<sup>1</sup>

(2) "Residence" shall mean a house in Birch Groves, or any part thereof;

(3) "Immediate Relative" of a person shall mean a spouse, domestic partner, parent, sibling, grand-parent, great grand-parent, child, grand-child or great grand-child of such person;

(4) to "rent out" a Residence shall mean to grant to another person, whether directly or indirectly, formally or informally, in writing or orally, the right to occupy a Residence for any period of time in consideration of the payment of money or money's worth, or the transfer of anything of value, by such person.

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<sup>1</sup> Members who are considering renting out their homes are urged to review the New Milford Zoning Regulations, and in particular § 015-010 [Definitions: including "Accessory Use or Accessory Building"; "Bed and Breakfast Inn"; "Boardinghouse"; "Hotel"; "Motel"]; " § 010-050 [applicability of zoning regulations]; § 025-020 [Permitted Uses of buildings and premises in single family residential district]; § 025-070 [regulation of activities carried out for financial gain within a residence]; § 025-110(A) [regulation of accessory use of residential property]; and § 025-080(4) [conversion of an existing dwelling for use as a Bed and Breakfast Inn].

(5) No Member shall rent out a Residence except pursuant to the these By-Laws, and specifically and without limitation pursuant to an Approved Tenancy Agreement, as defined in Paragraphs (6) – (10) below;

(6) A "Tenancy Agreement" shall mean a written agreement, which shall by be prepared by a Member or by a Member's lawyer, and shall incorporate such provisions as are provided in the Partial Form of Tenancy Agreement, set forth as Exhibit A to this Article XI.1:

(a) between a Member and any other person (a "Proposed Tenant");

(b) the terms and conditions of which are not in violation of any law or regulation;

(c) pursuant to which such Member rents out a Residence to such Proposed Tenant;

(7) a "Tenancy Application" shall be a written request

(a) signed by a Member and a Proposed Tenant, in the form annexed as Exhibit B to this Article XI.1, that shall set forth all information required therein including without limitation the names, addresses and ages of the Proposed Tenant and of such Immediate Relatives ("Specified Immediate Relatives") as shall occupy the Residence with the Proposed Tenant;

(b) submitted, together with a copy of a Tenancy Agreement, to the Board of Directors, not less than 14 days prior to the commencement of the Tenancy Agreement ;

(c) seeking approval of such Tenancy Agreement by the Board of Directors.

(8) "Approved Tenancy Agreement" shall mean a Tenancy Agreement:

(a) that shall have been approved in writing by the Board of Directors, after timely submission of a Tenancy Application;

(b) for which the Tenancy Assessment shall have been paid to the Board of Directors in full, prior to the commencement of the Approved Tenancy Agreement, except that in the case of a term of more than one month, the Tenancy Assessment shall be paid in full, prior to the commencement of each period of one month or part of one month contained in such term;

(9) "Tenant Member" shall mean a Proposed Tenant who is a party to an Approved Tenancy Agreement. A Tenant Member, and the specified Immediate Relatives of such Tenant Member, shall have a limited license, during the term of the Approved Tenancy Agreement, to use community facilities of the Association, including the beach, club-house, docks and tennis court, and to join in its social functions. All By-Laws and Administrative regulations applying to Members shall apply equally to Tenant Members;

(10) "Guest" shall mean any person who is not a Member, an Immediate Relative of a Member, or a Tenant Member or Specified Immediate Relative, who shall be present at a Residence at the invitation of a Member or a Tenant Member, for social purposes only, and not in consideration of the payment of money or money's worth, or the transfer of anything of value,

directly or indirectly, by such person;

(11) "Short Term Tenancy " shall mean a Tenancy the term of which shall be seven days or less.

Section II: The Board of Directors shall have discretion to approve or disapprove any Tenancy Application, provided that the Board shall not discriminate against any Proposed Tenant on the basis of age, race, gender, national origin, sexual orientation, marital status, religious affiliation, or political beliefs.

Section III: No person who is not a Member, an Immediate Relative of a Member, a Guest, a Tenant Member or a Specified Immediate Relative of a Tenant Member, shall use community facilities of the Association, or shall be present at the beach, club-house, docks or tennis court;

Section IV: No Member may rent out more than one Residence during any period of time.

Section V: No Member shall rent, with respect to any Residence, more than once in a 30 day period.

## **ARTICLE XII**

### **AMENDMENTS TO THE BY-LAWS AND ADMINISTRATIVE RULES & REGULATIONS**

Section I: These By-Laws, and the Administrative Rules & Regulations and Fee Schedule, may be amended at either the annual meeting of the Association, or at any special meeting called for that purpose, by a three-fourths (3/4) vote of the members present, or by proxy.

Section II: No amendment shall be put to vote unless notice shall have been communicated electronically or by mail to each member of the Association at least two (2) weeks previous to the meeting at which the amendment is to be voted on, said notice to state the proposed amendment.

Section III: The provisions of these By-Laws may be suspended or otherwise waived for good and sufficient reason at either the annual meeting of the Association or any special meeting duly called by a three-fourths (3/4) vote of the members represented either in person or by proxy.

Should the Board of Directors or any member of the Association desire to suspend any part of these By-Laws, a notice sent electronically or by mail containing the Article and section to be suspended, together with an explanation of good and sufficient reason, shall be mailed to each member of the Association at least two (2) weeks previous to the meeting at which such desired action is to be voted upon.

Section IV: In the event that a question should arise regarding the interpretation or meanings of any of these By-Laws, the issue will be submitted to the Association's legal counsel, who will be chosen by the Board of Directors subject to approval by a majority vote of the membership. If a section of the By-Laws is sufficiently unclear, it shall be corrected or clarified by an amendment to the By-Laws as herein provided.



**Exhibit A TO ARTICLE XI.1**

**PARTIAL FORM OF TENANCY AGREEMENT**

**PLEASE TAKE NOTICE: This document is a partial Form of Tenancy Agreement, provided to Members of Birch Groves Association, for the sole purpose of setting forth language that is required, pursuant to the By-Laws of the Association, to be included in a Tenancy Agreement as a condition to the approval of such Tenancy Agreement by the Board of Directors. This document is not intended to constitute a complete form of Tenancy Agreement, and in providing this document to Members neither BGA nor its Board of Directors shall be deemed to have provided any legal advice to any person with respect to the formation of a landlord-tenant or lessor/lessee relationship, or any other matter, under applicable laws of the State of Connecticut. Members are urged to consult a lawyer prior to entering into any Lease or Tenancy Agreement.**

This Tenancy Agreement is dated \_\_\_\_\_, 20\_\_ .

1. The Parties to this Tenancy agreement  
are \_\_\_\_\_ ("Landlord"), whose address is \_\_\_\_\_  
and \_\_\_\_\_ ("Tenant"), whose address is \_\_\_\_\_ .

2. The subject of this Tenancy Agreement is a one-family residence located at \_\_\_\_\_, New Milford, CT (the "Residence"), within the development known as Birch Groves Association ("BGA"). Landlord is a Member of BGA. Landlord has advised Tenant, and Tenant understands and agrees that the community facilities located within BGA, including the beach, club-house, docks and tennis court are owned, operated and maintained by BGA, and may only be used by the Members and Approved Tenants of Members, and their Guests, pursuant to the provisions of Article XI.1 of the By-Laws of BGA.

3. Landlord hereby rents out the Residence to Tenant [The drafting of all terms relating to the Landlord/Tenant relationship between Member and Prospective Tenant shall be the sole responsibility of Member].

[Additional ¶¶. Member shall add such additional Paragraphs as Member shall determine necessary fully to set forth the terms of the Landlord/Tenant relationship between Member and Prospective Tenant.]

Final ¶. Tenant has received from Landlord a Tenancy Application, a copy of which is annexed hereto. Tenant has completed and signed Part II of such Application, and has returned such Application to Landlord for submission to the Board of Directors of BGA. Tenant has been advised and understands that, if and only if such Tenancy Application shall have been approved in writing by the Board of Directors of BGA, tenant shall have a limited license, subject to the By-Laws and Administrative Regulations of BGA, to use community facilities of BGA, including the beach, club-house, docks and tennis courts, and to join in BGA social functions.

Execution: The requirements as to the execution of this Tenancy Agreement are subject to the laws of the State of Connecticut.

**EXHIBIT B TO ARTICLE XI.1**

**APPLICATION FOR APPROVAL OF RENTAL**

**Birch Groves Association  
P.O. BOX 484 NEW MILFORD, CT 06776**

**APPLICATION FOR APPROVAL OF RENTAL**

Date: \_\_\_\_\_

**PART I (to be completed by member)**

Pursuant to Article XI.1 of the Birch Groves Association By-laws, I \_\_\_\_\_,  
a member in good standing, hereby request that the Association approve the Proposed Tenant listed below. The  
Proposed Tenant shall occupy my residence at \_\_\_\_\_, commencing on  
\_\_\_\_\_, and ending \_\_\_\_\_.

- I have provided the Proposed Tenant with copies of the By-laws, Rules & Regulations and Fee Schedule.
- I have explained to the Proposed Tenant his or her obligation toward the community in adhering to all Association Bylaws, Rules & Regulations & Fee schedules.
- During the term of the term of the rental, it is understood that I shall be responsible for the conduct of the Proposed Tenant as it relates to his or her conduct and financial obligations to the Association and the community.

During the term of the rental, I shall be available for prompt contact at:

Address: \_\_\_\_\_

Cell and Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

A copy of the Declarations Page of my Homeowners Insurance Policy, demonstrating coverage of rental occupants, is annexed hereto.

Signed: \_\_\_\_\_

**Part II (to be completed by Tenant)**

Name of Tenant: \_\_\_\_\_  
\_\_\_\_\_

Address (current): \_\_\_\_\_  
\_\_\_\_\_

Contact information (cell phone, email): \_\_\_\_\_  
\_\_\_\_\_

Employer: \_\_\_\_\_

Employer's address: \_\_\_\_\_  
\_\_\_\_\_

List names, relationships and - in the case of minor children - ages, of all Specified Immediate Relatives who shall occupy the Residence.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand and agree that, during the term of the Approved Tenancy Agreement, I and the Specified Immediate Relatives listed above, shall have a limited license to use community facilities of the Association, including the beach, club-house, docks and tennis court, and to join in its social functions, and that such limited license shall be subject to the

By-Laws and Administrative Regulations of Birch Groves Association.

Signed by Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

Please list name, address and telephone ## of two personal references:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_