

## ARTICLE I

### Introduction

These are the Bylaws of CT Hangar Association, Inc. Initial capitalized terms are defined in Article II of the Declaration.

## ARTICLE II

### Board of Directors

#### Section 2.1 Number and Qualification: Termination of Declarant Control.

(a) The affairs of the Condominium and the Association shall be governed by a Board of Directors which shall consist of five (5) persons, all of whom shall be Unit Owners. If any Unit is owned by a limited liability company, partnership or corporation, any member, officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures for conducting the elections, not inconsistent with these Bylaws or the Corporation Laws of the State of Connecticut.

(b) The terms of two of the Directors shall bi-annually, and three Directors bi-annually, on alternating years.

(c) Deleted.

(d) The Board of Directors shall appoint the officers. The Directors shall take office upon election, and the officers upon their appointment.

(e) At such time as Unit Owners are entitled to elect a Director, the Association shall call and give not less than ten (10) nor more than sixty (60) days' notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 2.2 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium, which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws. Rules and regulations, the initial Rules and regulations being attached hereto as Exhibit A;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Collect assessments for Common Expenses from Unit Owners which portion of the Common Expenses for payments due under the Lease shall be paid by the Association to the Declarant or its successors or assigns, who shall act as administrative agent for the Association in connection with the forwarding of the Lease payments collected by the Association and due to the State as lessor under the Lease;

(d) Hire and discharge managing agents;

(e) Hire and discharge employees and agents other than managing agents and independent contractors;

(f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Condominium;

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(i) Cause additional improvements to be made as a part of the Common Elements;

(j) Acquire, lease, hold, encumber and convey in the 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 the Act;

(k) 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;

(l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements described in Article VI of the Declaration and in the Act, and for services provided to Unit Owners;

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

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

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

(p) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(q) Exercise any other powers conferred by the Declaration or Bylaws;

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

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

(t) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board of Directors at its next regular meeting.

**Section 2.3 Standard of Care.** In the performance of their duties, the officers and Directors of the Board of Directors 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 Board of Directors shall be additionally limited pursuant to Article XXV of the Declaration.

**Section 2.5 Manager.** The Board of Directors may employ a manager for the Condominium at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the manager only the powers granted to the Board of Directors by these Bylaws under Subsections 2.2(c), (d) and (g). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors, and to fulfill the requirements of the budget.

**Section 2.6 Removal of Directors.** The Unit Owners, by a two-thirds (2/3) 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 of the Board of Directors with or without cause

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

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

Section 2.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Directors on at least three (3) business days' notice to each Director. The notice shall be emailed to each Director who has provided an email address, and otherwise 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 Board of Directors shall be held within the State of Connecticut, unless all Directors consent in writing to another location. Directors may attend meetings by telephone conference or video conference or any other method that allows them to hear and participate in the discussions.

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 Board of Directors 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 Board of Directors, 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 from the Association such fee 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 Directors 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 action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors or the committee, as the case may be. The Secretary shall file such consents with the minutes of the meetings of the Board of Directors.

## ARTICLE III

### Unit Owners

Section 3.1 Annual Meeting. Annual meetings of Unit Owners shall be held at such time once per calendar year as the Board of Directors may decide, and in respect of which the Unit Owners are provided at least 30 days' notice. 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 or Special Meetings called for other purposes as well.

Section 3.3 Special Meetings. Special meetings of Unit Owners may be called by the president, a majority of the Board of Directors, or by Unit Owners having twenty per cent (20%) of the votes in the Association.

Section 3.4 Place of Meetings. Meetings of the Unit Owners shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Directors or the president.

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 emailed unless the Unit Owner has not provided an email address, in which case they shall 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 Board of Directors. 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 Meeting. 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 meetings 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 Board of Directors (if required and noticed).
- (f) Election of inspectors of election (when required).
- (g) Election of Directors of the Board of Directors (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 that Unit. If more than one of the owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(b) 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 a corporation or business trust may be cast by any officer of such corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. 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 a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust 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 appointed by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The president and vice president, but no other officers, need be Directors. Any two offices may be held by the same person, except the offices of president and vice president, and the offices of president and secretary. The office of vice president may be vacant.

Section 4.2 Election of Officers. The officers of the Association shall be from time to time at the pleasure of the Board of Directors and shall hold office at the pleasure of the Board of Directors.

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

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

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

Section 4.6 Secretary. The secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors. He or she shall have charge of such books and papers as the Board of Directors may direct and he or she shall, in general, perform all the duties incident to the office of secretary of a nonstock corporation organized under the laws of the State of Connecticut. The

secretary may cause to be prepared and may attest to 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 Board of Directors, and he or she shall, in general, perform all the duties incident to the office of treasurer of a nonstock corporation organized under the laws of the State of Connecticut. He or she may endorse on behalf of the Association for collection only, checks, notes and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Association in such banks as the Board of Directors may designate. He or she may have custody of and shall have the power to endorse for transfer on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others.

Section 4.8 Agreements. Contracts, Deed. Checks. Etc. Except as provided in Sections 4.4, 4.6.4.7 and 4.10 of these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 4.9 Compensation. An officer may receive from the Association such fee 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 Statements of Unpaid Assessments. The treasurer, assistant treasurer or a 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 statements of unpaid assessments in accordance with the Act.

## ARTICLE V

### Enforcement

Section 5.1 Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Board of Directors, or the breach of any provision of the Documents shall give the Board of Directors 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 Board of Directors shall not thereby be deemed liable for 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.

Section 5.2 Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a fine of up to Two Hundred Dollars (\$200.00) 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 Board of Directors.

## ARTICLE VI

### Indemnification

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

## ARTICLE 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 XVIII 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 shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

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 Owner showing any other fees payable by the Unit Owner.

(c) A record of 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 provisions of the Act.

(f) A record of any unsatisfied judgments 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 (10) 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, Directors, committees of Directors and waivers of notice.

## ARTICLE VIII

### Miscellaneous

Section 8.1 Notices. All notices required hereunder shall be emailed if the recipient has provided an email address to the sender. All notices to the Association or the Board of Directors shall be delivered email address for the Board of Directors, or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all Unit Owners and to all holders of Security Interests in the Units who have notified the Association that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to his or her email address as it appears in the records of the Association, or postal address if no email address has been provided. 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 email if the recipient has provided an email address, or otherwise by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when emailed or mailed, except notices of changes of address, which shall be deemed to have been given when received.

Section 8.2. Fiscal Year. The Board of Directors shall establish the fiscal year of the

Section 8.3 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

## ARTICLE IX

### Amendments to Bylaws

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

## ARTICLE X

### Rules and Regulations

Owner hereby agrees to comply with the following rules and regulations:

- a) To use the hangar only to house aircraft, including aircraft under construction, along with any necessary aircraft ground handling equipment associated with said aircraft.
- b) To store no gasoline, solvents, explosives, flammable paints, or other flammables in the hangar. (Exception: up to one case of aircraft engine oil in manufacturer's containers.)
- c) To close hangar doors promptly after placing the aircraft in or taking it out of the hangar, and coordinate the operation on the ramp so as not to unduly or in an untimely fashion obstruct access to adjacent hangars.
- d) To pay for any damage to exterior or common walls and doors.
- e) To refrain from smoking in hangars or ramp areas.
- f) To not use any high wattage electrical equipment, heat lamps, or machinery in or about the hangar or modify existing wiring or install additional outlets, fixtures or the like therein unless authorized in writing by the association and separate meter installed.
- g) To not conduct any charter, rental, repair or instructional service or any other commercial activity in or from the hangar.
- h) To report to the association any defects in the hangar which the owner feels require maintenance or repair.

- i) To keep the hangar clean and free of all trash and debris, and not to place any trash or debris on the airport grounds.
- j) To not attach any hoisting or holding mechanism to any part of the hangar struts or braces herein. For the purposes of this agreement, a hoisting or holding mechanism shall be deemed to include, but shall not be limited to, a chainball, block and tackle or other hoisting or winching device.
- k) To not paint, remove, deface, modify, bend, drill, cut or otherwise alter or modify any part of the exterior of the hangar.
- l) To abide by all lawful rules, regulations, laws, ordinances and directions of the Airport Authority and Minimum Standards with respect to the use of the airport and the hangar.
- m) Within thirty (30) days of ownership date, to equip and maintain a 20A 120 BC 20 lb dry chemical fire extinguisher stored on the floor or attached to a bracket attached to the wall immediately below the hangar light switch.
- n) No commercial work to be performed on any aircraft while that aircraft is located on Hartford-Brainard Airport by parties not licensed to conduct commercial operations on the Airport.
- o) That the State shall have the right to enter the hangar at any time during an emergency or crisis situation and at other reasonable times after due notice to the owner for inspection.