

**WALDEN WOODS
BALLOT IN LIEU OF A MEETING**

Ballot to be counted in lieu of a Unit Owner Meeting

This Ballot is distributed to each Owner for the purpose of voting on the matters described below. The Executive Board, pursuant to the Common Interest Ownership Act has invited Unit Owners to vote via this Ballot in lieu of a meeting. All votes must be received by 5:00pm on August 6, 2021 in order to be counted. You may submit this ballot as follows:

1. Mail this Ballot to Elite Property Management, LLC, 39 New London Turnpike #330, Glastonbury, CT 06033; or
2. Email it to: chris@epmlc.com

Further if any Unit Owner wishes to deliver information to Unit Owners regarding the subject of any issue set forth below, he or she may do so provided however, that such information must be delivered at least three (3) day prior to the close of voting. Further, information shall be delivered to all Unit Owners and may be in any format desired and at the sole expense of the Unit Owner delivering said information.

The following items are being voted on:

**1. SEE ATTACHED AMENDMENT TO DECLARATION AND
INDEMNITY AGREEMENT.**

Each Unit is assigned a one (1) vote. A quorum is established upon receipt of just (1) vote; however, the minimum number of affirmative responses necessary to approve the amendment is 226 votes (67%).

Please see the attached ballot and indicate your preference by checkmark or notation in the line of your choice.

If you have any questions concerning this matter you may contact your Community Association Manger, Chris Kohnle, 39 New London Turnpike #330, Glastonbury, CT 06033 – 860-430-6640 ex. 33

(Ballot is attached hereto)

WALDEN WOODS

BALLOT

Please indicate your preference by checkmark or notation in the line of your choice.

- I vote to approve the Amendment to the Declaration directing the Board to open the Amenities notwithstanding all concerns related to Covid-19.

Approve _____

Disapprove _____

Printed Name of Unit Owner

Signature of Unit Owner

Unit Number and Date

WALDEN WOODS CONSERVANCY, INC.
AMENDMENT TO DECLARATION

WHEREAS, the COVID-19 pandemic prompted the Board of Directors temporarily to close the amenities including the pool, pool house, pool area, meeting house, tennis courts, garden, pond patio, all other amenities, and all areas ancillary thereto (hereinafter “Amenity” or “Amenities”).

WHEREAS, the Board of Directors, as a result of requests from the Unit Owners, has decided to allow the Unit Owners to vote on whether to direct the Board of Directors to open the Amenities during the COVID-19 pandemic;

WHEREAS, the Board of Directors has been advised by its insurance agent that it is unlikely that Walden Woods Conservancy, Inc.’s master insurance policy provides defense or liability coverage arising out of or related to COVID-19 claims;

WHEREAS, the Board of Directors, has decided to allow the Unit Owners to vote on whether to direct the Board of Directors to open the Amenities and desires to ensure that all members of the Board of Directors and all persons involved with opening or operation of the Amenities including, but not limited to, officers, agents, community association managers, legal counsel, and employees, are fully indemnified and held harmless for and from any and all liability and/or expenses incurred in defending or being held liable for any claim arising directly or indirectly out of opening or keeping the Amenities closed; and

NOW, THEREFORE, the Unit Owners, by a vote of at least sixty-seven (67%) percent, in accordance with the provisions of Article XV of the Declaration, hereby amend the Declaration as follows:

NEW: Article XXV – Section 25.3(v) - Declaration: Amenities. The Board of Directors is authorized and instructed to open Walden Woods Conservancy, Inc.’s Amenities for use by residents during the COVID-19 pandemic. The Board may temporarily and periodically close any Amenity or all Amenities if it deems warranted due to safety concerns.

MODIFY: Article XXV - Section 25.3(h) - Declaration: Use of Common Elements. Subject to the provisions of Article X of the Declaration, regulate the use, maintenance, repair, replacement and modification of the Common Elements. Notwithstanding the foregoing and the Bylaws, during the COVID-19 pandemic, the Amenities are able to be used by residents provided two-thirds (67%) of the Unit Owners approve these

amendments to the Declaration and each user signs the Liability Waiver and Hold Harmless and Indemnification Agreement attached hereto. The Board of Directors, in its sole reasonable discretion may create Rules and Regulations for use of the Amenities. The Board of Directors, in its sole reasonable discretion, has the authority to temporarily and periodically close the Amenities in the event the COVID-19 pandemic, or governmental guidance, support its decision. The Board may close one or more Amenities for a period of not less than one (1) day and not more than seven (7) days should anyone fail to adhere to any rules adopted by the Board which are consistent with the Covid-19 guidelines issued by the Connecticut Department of Health, as amended. The current publication is updated through June 5, 2021.

MODIFY: Article XXV - Section 25.2(o) - Declaration: Mandatory indemnification.

Provide for the indemnification of its Officers and Directors and maintain directors' and officers' liability insurance. Notwithstanding the foregoing and the Bylaws, all persons involved with opening or operation of the Amenities including, but not limited to, the Board of Directors, officers, agents, community association manager, legal counsel, employees, and contractors, are hereby indemnified and held harmless by Walden Woods Conservancy, Inc., and will be defended, indemnified, and held harmless to the fullest extent of the law, and at the sole cost of Walden Woods Conservancy, Inc. to the extent Walden Woods Conservancy, Inc.'s master insurance policy does not cover, any and all claims, suits, causes of action, settlements, or liability including, but not limited to, legal expenses, legal fees, settlement costs, expert fees, or a judgment which may arise directly or indirectly from any claim relating to the opening of the Amenities during the COVID-19 pandemic. This indemnity and hold harmless shall specifically include, but not be limited to, any claim related to the transmission of the Covid-19 virus.

IN WITNESS WHEREOF, _____, President of Walden Woods Conservancy, Inc., pursuant to the affirmative vote of at least 67% of the Unit Owners pursuant to Article XV of its Declaration, has hereunto caused this Amendment to be executed as of the ____ day of June 2021.

Witnessed by:

Walden Woods Conservancy, Inc.

Signature

By: _____
Name:
Its President

Signature

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Windsor June __, 2021

Personally appeared, _____, President of Walden Woods Conservancy, Inc.,
as aforesaid, Signer and Sealer of the foregoing instrument and acknowledged the same to be
his/her free act and deed, and the duly authorized and free act and deed of said corporation,
before me.

Commissioner of the Superior Court/
Notary Public

**WALDEN WOODS CONSERVANCY, INC.
UNIT OWNER'S LIABILITY WAIVER AND
HOLD HARMLESS AND INDEMNITY AGREEMENT**

The terms "Amenity" and "Amenities" shall include, but not be limited to, the pool, pool cabanas and lockers, pool area, tennis and pickle ball courts, meeting house, community garden, pond patio, all other amenities, and all areas ancillary thereto.

The undersigned user of the Amenities (hereafter referred to as a "Amenity User" or "Resident" or "Unit Owner") and all members of Amenity User's home within Walden Woods Conservancy, Inc., Windsor, Connecticut, and all of Amenity User's guests, acting as an individual living at Walden Woods and not as a member of the general public; and the Board of Directors of Walden Woods Conservancy, Inc. (hereinafter "Association"), acting on behalf of all Unit Owners of Walden Woods Conservancy, Inc., (hereinafter collectively "the Parties") for good and valuable consideration including the opportunity to use certain Amenities of the Association, hereby warrant and agree with each other, as follows:

A. Recitals:

1. The novel coronavirus, COVID-19, (hereinafter referred to as COVID-19), and its variants, has been declared a worldwide pandemic by the World Health Organization, United States Government and the State of Connecticut and is reportedly extremely contagious, and believed to be able to spread from person-to-person contact, contact with contaminated surfaces and objects, and through the air. The presence of COVID-19 in Connecticut resulted in the closure of many recreational facilities in the State of Connecticut, including swimming pools in 2020 and 2021. COVID-19 can cause serious or potentially life-threatening illness and even death. It is impossible to ensure that a user of the Amenities will not be exposed to, contract, or spread COVID-19 while utilizing the Association's Amenities.
2. The Board of Directors of the Association has decided to open the Amenities as a result of the affirmative vote of at least 67% of the Unit Owners to amend the Association's Declaration to authorize and direct the Board of Directors to open the Association's Amenities despite the risks of COVID-19 infection and potential liability to the Board and/or Association, including costs of defense, and any judgment issued against the Association, which are allegedly not covered by the Association's master insurance policy.
3. The signatory hereto on behalf of himself or herself and on behalf of all residents of his or her Unit, believes that use of the Amenities is safe so long as such use and operation in good faith reasonably complies with any law or ordinance regarding the Amenities and COVID-19 and that he, she, and/or their residents/household members are willing to accept the risks of potentially contracting the COVID-19 virus when using the Amenities for personal recreational purposes.
4. For this reason, the signatory on behalf of himself or herself and all residents of his or her Unit, on their own initiative, and not that of the Association or the Indemnitees referenced below hereby propose and agree to exculpate the Association and the Indemnitees referenced below fully and unreservedly, up to and including but not limited to any equity

value in their unit at Walden Woods Conservancy, Inc., for and any all COVID-19 related claims arising out of the operation and/or use of the Amenities, and the Board of Directors is willing to allow for such use, upon the following terms and conditions.

B. Agreement:

1. The undersigned, being of legal age and upon careful and thorough review hereof and the opportunity to consult with legal counsel of signatory's own choosing, and with full understanding of the risks outlined herein, understand and am sufficiently informed about the risks of using the Amenities and am assuming the risk and accepting the terms of this Agreement without relying upon any oral representations, statements, or inducements other than the terms contained herein. I, personally and on behalf of the residents of my Unit, hereby agree to be personally responsible for my/our safety and action while using the Amenities, I, for myself, and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives irrevocably waive any claim of all types and degrees including but not limited to: illness, infirmity, injury, disability, medical treatment, hospitalization, monetary loss, and opportunity, or wrongful death alleged or actually caused by contracting or allegedly contracting COVID-19 at the Amenities against the Association, the Board of Directors in their personal and fiduciary capacities, officers, agents, community association manager, legal counsel, employees, and contractors, or any Unit Owner (hereinafter "Indemnitees"); and to further indemnify and hold harmless all such parties for any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney's fees, fees, and costs of enforcing any right to indemnification under this Agreement, including claims for wrongful death, made by or on behalf of such signatory to the extent alleged to have been caused by use of the Amenities. The exculpatory terms herein do not extend beyond COVID-19 claims, for the use of the Amenities nor do they apply to or benefit any other person, entity, or organization not specifically identified in this paragraph.
2. The signatory executing this Agreement acknowledges that he/she/they are aware of, and understand the federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Connecticut Department of Public Health, Governor Lamont's Executive Orders, and Centers for Disease Control and Prevention (CDC) guidance, and shall engage in reasonable self-policing including, without limitation, travel restrictions to and from states with positivity rates exceeding Connecticut standards, and shall not claim to delegate to, or rely upon, the performance of any such duties or functions to the Board of Directors and/or its agents.
3. The Association shall continue to be responsible for the ordinary and necessary maintenance and upkeep of the Amenities in the normal course of its operations.
4. Each Owner of record of a Unit with an Amenity User must sign this Agreement and knowingly and voluntarily accept all terms and conditions herein. By signing this Agreement, the signatory accepts the terms of the Agreement and acknowledge that they also apply to Amenity Users whether residing in the Unit or not, and who are permitted users under this Agreement.
5. The Parties further agree as follows: (i) The signatory hereto and resident of his/her Unit shall be permitted to bring and use their own chairs, lounge chairs, umbrellas, and other

light pool furniture for that their sole use, which personal property must be removed on a daily basis; (ii) Amenity maintenance upkeep and repair, police, fire or emergency equipment or personnel shall have access as necessary, (iii) signatory and Amenity Users shall abide by all Association Rules and Regulations for use and operation of the Amenities; (iv) only those that have signed this Agreement may use the Amenities and nobody shall, intentionally or unintentionally, assist, help or aide, a person to access the Amenities if he/she/they have not signed this Agreement.

6. The signatory, on behalf of himself/herself/themselves, and on behalf of all Amenity Users who are using said Amenities as part of their relationship to the Unit Owner's unit, hereby Indemnify and Hold Harmless the Indemnitees for all legal fees, fees, and costs incurred by any Indemnitee arising out of any COVID-19 related claim, action, settlement, award, or judgment made by signatory and/or resident children unless a court of competent jurisdiction rules that and Indemnitee was the sole cause of signatory's and/or signatory's Amenity Users COVID-19 infection and/or medical condition arising therefrom.
7. The Parties acknowledge and agree the terms herein were negotiated and mutually agreed upon by the parties. This is not a contract of adhesion. If the signatory sought changes to this Agreement, he or she had the opportunity to advise the Association's Executive Board of same so that the Parties may negotiate the terms of this Agreement.
8. The terms of this Agreement shall govern the use of the Amenities until the danger of COVID-19 no longer exists or terminated by the signatory individually, and on behalf of his or her Amenity Users, rescind their execution of this Document and agree not to use the Amenities, from the date of said cancellation forward.
9. This Agreement shall be deemed suspended during any time that: (i) The Board of Directors allow for wider or general access to the Amenities; or (ii) any governmental authority reissues laws, ordinances, guidances, or regulations closing any Amenity of the type at the Association; or to the extent legislative immunity applies.
10. This Agreement constitutes the sole and entire agreement of the Parties and can only be altered by written amendment signed by both parties.
11. This Agreement may be executed by one or more of the parties hereto, on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same agreement.
12. Delivery of an executed counterpart to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of the same agreement.
13. The terms of this Agreement shall survive the termination of the Agreement and shall be enforceable for a period of not less than six years. The six year period shall be tolled during any time that an applicable limitations is tolled.
14. The laws of the State of Connecticut shall govern the terms of this Agreement and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed

modified to the limited extent required to permit enforcement of the Agreement as a whole.

15. In the event of a breach of this agreement by the signatory and/or any Amenity User, the signatory and the Amenity User shall be responsible to pay all costs, expenses, damages, and legal fees incurred by the Association as a result of the breach.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND HOLD HARMLESS AND INDEMNITY AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISKS FOR USING THE AMENITIES AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS WAIVER AND HOLD HARMLESS AND INDEMNITY AGREEMENT ON BEHALF OF THE MINOR NAMED BELOW.

Dated this ___ day of _____, 2021.

First Unit Owner Signature

Second Unit Owner Signature

Print Name

Print Name

Unit Number

Unit Number

First Amenity User Signature

Print Name and Date

Unit Number

Second Amenity User Signature

Print Name and Date

Unit Number

Third Amenity User Signature

Print Name and Date

Unit Number

Fourth Amenity User Signature

Print Name and Date

Unit Number

WALDEN WOODS CONSERVANCY, INC.

By: _____
Duly Authorized