

POND SPRING VILLAGE ASSOCIATION, INC.

AMENDMENT TO RULES

RESTRICTION ON LEASING UNITS

In accordance with the Connecticut Common Interest Ownership Act Section 47-261b(f)(3) Pond Spring Village Association, Inc. hereby restricts the leasing of Units as follows:

- (a) No Unit Owners shall rent or lease his or her Unit until said Unit Owner of record has lived in the Unit for a period of twenty-four (24) months, even if the unit has been rented immediately prior to the date of purchase. The Unit Owner shall be required to provide to the Association a copy of his or her current driver's license and/or other reasonable evidence showing an address at Pond Spring Village Condominium as his or her principal residence. Failure to provide such evidence of residency may result in court action and/or a fine for each day that such evidence is not provided to the Association Board.
- (b) Upon fulfilling residency requirements (a), no Unit Owner shall lease any Unit without first obtaining the prior written approval of the Executive Board. The Executive Board shall act upon a request to lease a Unit within thirty (30) working days from its receipt from a Unit Owner of a written request to lease. Approval shall not be unreasonably withheld. **Except as hereinafter provided, the number of Units rented shall not exceed fifty (50%) percent of all Units.**

A portion less than the whole Unit shall not be leased and the minimum initial lease term shall be a full twelve (12) months for the first year of any new tenancy. After the first twelve (12) months, subsequent leasing to same tenant can be year-to-year or month-to-month. **A fee of \$100 per year, due on the date of the lease inception or renewal, will be imposed, and an additional \$100 "move-in, move-out" fee will be imposed at the time your current tenant moves out, and again when a new tenant moves in.** These fees are designed to cover the costs of any additional bookkeeping, and any damage that may be caused during the moving in/out process.

Any Unit Owner leasing his or her Unit shall, prior to occupancy of said Unit by lessee, provide his or her lessee with a complete set of Pond Spring Village Association, Inc.'s Declaration, ByLaws, Maintenance Standards and Rules and Regulations ("Documents") which shall become an integral part of the lease agreement. Any violation by the lessee of the Documents shall constitute a default under the terms of the lease. The Unit Owner shall be responsible for paying any fines imposed as a result of violation of the Documents by a lessee. Notwithstanding, the Association may also impose fines directly against a lessee and take direct action to evict a lessee in accordance with the provisions of the ByLaws and/or 47a-23 et-seq. The Unit Owner shall be responsible for all

attorney's fees and costs incurred by the Association as a result of a violation of said Documents by the lessee, irrespective of whether suit is instituted in accordance with the provisions of the Documents.

Any Unit Owner leasing his or her Unit shall, prior to occupancy of said Unit by lessee, provide his or her lessee with a complete set of Pond Spring Village Documents (Declaration, By-Laws, and Rules and Regulations) which shall become an integral part of the lease agreement. Any violation by the lessee of the provisions of the Declaration, the By-Laws or the Rules and Regulations as the same may be amended from time to time shall constitute a default under the terms of the lease. The Unit Owner shall be responsible for any fines imposed as a result of violation of the Documents and/or Rules by a lessee. The Unit Owner shall be responsible for all attorneys' fees and costs incurred by the Association as a result of a violation of said Documents by the lessee, irrespective of whether suit is instituted, and the Association may levy a special assessment therefore.

- (c) All Units currently leased shall be permitted to remain leased until such time as the current Unit Owner either transfers ownership of the Unit or occupies the Unit as a primary residence, whichever occurs first. The Unit Owners of all currently leased Units shall provide the Executive Board with a copy of the existing lease prior to the expiration of the lease term.
- (d) The Executive Board may waive the restriction on the maximum number of Units to be leased, and term of lease, upon a showing by a Unit Owner that he or she will suffer irreparable economic harm if said waiver is not granted. The Executive Board shall convene a meeting within 30 days of its receipt of a written request for a waiver. At such a meeting, the Unit Owner shall be heard and may present evidence in support of the request for waiver. The Executive Board shall also hear any other evidence that it deems relevant in order to assist the Executive Board in reaching the decision. The decision of the Executive Board shall be rendered by a majority of the Directors present at said hearing within thirty (30) days of said hearing.
- (e) Any purported lease of a Unit in violation of this article shall be voidable at the election of the Executive Board, and the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported lessee in the name of the Unit Owner as the purported lessor. Said Unit Owner shall reimburse the Association for all expenses (including reasonable attorney's fees) incurred in connection with such proceedings, and the association may levy a special assessment therefore.
- (f) Any purported lease of a Unit in violation of this article, in addition to other remedies available at law or at equity, may be subject to a fine or fines to be imposed by the Executive Board following notice to the Unit Owner and hearing before the Board.

- (g) Notwithstanding subsections (a) and (b), above, the twenty-four (24) month occupancy restriction shall not be applicable in the following situations:
- a. A Unit Owner obtaining ownership of the unit by inheritance provided that the deceased unit owner met the twenty-four (24) month occupancy restriction; or
 - b. A Unit Owner having absolute title due to the termination of a life estate interest provided that the person having held the life estate interest met the twenty-four (24) month occupancy restriction.
- (h) All non-resident Unit Owners shall file with the Executive Board his or her current address, telephone number and email address.

EXECUTIVE BOARD RIGHTS AGAINST LESSEES

Any lease of a Unit shall be in writing and shall be consistent with the Documents and Rules. Any lease shall contain a clause or provision to the effect that the Unit Owner shall be solely responsible for the payment of all common expenses and special assessments. Any lease of a Unit shall contain a clause or provision to the effect that the lessee shall abide by the Condominium Documents and the Rules and Regulations of the Association and the Unit Owners shall be responsible for delivering a copy of such Documents and Rules to the lessee. A proposed lease shall be submitted to the Executive Board prior to the commencement of the lease term and prior to the commencement of occupancy for the purposes of determining if the written lease is in conformity with the Condominium Documents and this Rule. Upon submission to the Executive Board, the Board shall within fifteen (15) business days, approve or reject the lease and inform the Unit Owner in writing of its decision. Should the Board fail to act within said period the lease shall be deemed approved. No lessee may take occupancy until such time as the Executive Board may have approved the lease. A copy of the signed lease shall be provided to the Executive Board.

Any non-resident Unit Owner shall notify the Executive Board in writing of such Unit Owner's current address and telephone number.

The Executive Board may take any action against a Unit Owner and/or Tenant in accordance with the provisions of the Declaration and ByLaws.

Documents and Rules. Each lessee of a Unit shall be deemed to have acknowledged the Association as landlord under the lease with respect to enforcement of any provisions of the Condominium Documents.

RESTRICTION ON USE, ALIENATION, OCCUPANCY AND LEASING

Section 10.1 – Use and Occupancy Restrictions. The following use restrictions apply to all Units and Common Elements:

(a) Each Unit shall be occupied by at least one resident over the age of 55 (“occupancy Restriction”). There shall be no permanent residents eighteen (18) years of age or under. The Declarant and the Pond Spring Village Association, Inc. reserves the right to waive the Occupancy Restriction up to a maximum of twenty (20.00%) percent of the then existing Units.

Dated and approved by the Board of Directors of Pond Spring Village Association, Inc., at Beacon Falls, Connecticut this the 21 day of April, 2016 following Notice to and Comment by the Unit Owners.

**POND SPRING VILLAGE
ASSOCIATION, INC.**

BY 

Its President