

SUFFIELD MEADOW SOUTH CONDOMINIUM ASSOCIATION, INC.

AMENDMENT TO RULES

RESTRICTION ON LEASING UNITS

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

- (a) **Except as hereinafter provided, the number of Units that are not owner-occupied shall not exceed fifty (50%) percent of all Units.**

No Unit Owner shall rent or lease his or her Unit until said Unit Owner of record has lived in the Unit for a period of two (2) years, even if the unit has been rented immediately prior to the date of purchase. The exception to the two (2) year rule is if the tenant is an immediate family member (parent, child, sibling) of the Unit Owner. 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 the Association 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 Board.

A portion less than the whole Unit shall not be leased.

No person or entity may own more than 15% of the Units and Garages in the Community. Furthermore, no person, entity, or any combination thereof, may have any interest in more than two (2) of the Units and Garages in the Community. For example, a person/entity cannot split ownership of units into multiple entities to avoid this restriction. This includes but is not limited to family as well. The Association and/or its managing agent may investigate at its sole discretion to verify the legitimacy of any entity to ensure compliance.

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 Suffield Meadow South Condominium 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 will 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 the lessee, provide his or her lessee with a complete set of Suffield Meadow South

Documents (Declaration, Bylaws, Maintenance Standards, 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, Bylaws, Maintenance Standards, 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.

- (b) 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 within 90 days of the recording of this amendment. Failure to provide a copy of the lease shall create a rebuttable presumption that the Unit was not leased at the time this amendment was approved and recorded on the land records.
- (c) 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. Irreparable economic harm must be unique to the Owner and real estate values, or market conditions shall not be the basis for irreparable economic harm.
- (d) Any current and future 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.
- (e) Any current and future 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.
- (f) 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 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.

No unit owner shall rent a unit without signing an acknowledgment form signed by both lessor and lessee within fifteen (15) business days of the lease being signed. The acknowledgment form shall acknowledge that the lessor and lessee have read the Association's Rules and agree to comply with same.

Should any provision of this Rule be or become invalid, void, illegal, or not enforceable, it shall be considered separate and severable from this Rule and the remaining provisions shall remain in force and be binding upon the Owners as though such provision had not been included.

Dated and approved by the Board of Directors of Suffield Meadow South Condominium Association, Inc. following Notice and Comment to the Owners. The President has signed this Rule Restricting the Leasing of Units this the 20 day of August, 2024. This Rule shall be effective upon being recorded on the Land Records.

**SUFFIELD MEADOW SOUTH
CONDOMINIUM ASSOCIATION, INC.**

BY Nancy Mariano
Nancy Mariano
Its President