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December 17, 2014

Via First Class Mail

Bristol Terrace Condominium Association, Inc. c/o CM Property Management P.O. Box 690 Southbury, CT 06488

Re:

Bristol Terrace Condominium Association, Inc.

Amendment to Rules

CAPA, SON **Statement for Professional Services and Disbursements** 

Dear Sir/Madam,

Enclosed please find Bristol Terrace Condominium Association, Inc. Amendment to Rules, recorded on December 9, 2014 in Volume 7290, Page 178 of the Waterbury Land Records.

Enclosed please find Statement for Professional Services and Disbursements.

If you have any questions and/or concerns, please do not hesitate to contact the undersigned at your earliest convenience.

Respectfully,

FRANKLIN G. PILICY, P.C.

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FGP/ad Enclosure

#### LAW OFFICE OF FRANKLIN G. PILICY, P.C. P.O. BOX 760

365 MAIN STREET WATERTOWN, CONNECTICUT 06795

### BRISTOL TERRACE CONDOMINIUM ASSOCIATION, INC.

#### AMENDMENT TO RULES

#### RESTRICTION ON LEASING UNITS

In accordance with the Connecticut Common Interest Ownership Act Bristol Terrace Condominium 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 three (3) years, 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 Bristol Terrace Condominium Association, Inc. 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 the residency requirement 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 thirty (30) calendar days from receipt. Approval shall be granted provided the Association can meet this leasing rule reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in Common Interest Communities (as of the date of this rule this amount is 50% therefore no more than 50% of the Units may be rented at any given time). As such, currently no more than 50% of units in the Association may be leased at any time. This percentage is based upon the aforementioned underwriting requirements and therefore is subject to change without any notice. Please contact the Association to obtain the current percentage restriction.

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 new or different tenant(s) must have an initial twelve (12) month lease.

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 Bristol Terrace 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 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.
- (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, occupies the Unit as a primary residence or the Unit remains vacant for a period of six (6) months whichever occurs first. The Unit Owners of all currently leased Units shall provide the Executive Board with a copy of the existing lease.
- (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 additional 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 three (3) year 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 three (3) year 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 three (3) year occupancy restriction.

(h) All non-resident Unit Owners shall file with the Executive Board his or her current address, telephone number and email address.

Dated and approved by the Board of Directors of Bristol Terrace Condominium Association, Inc., at WATERBURY, Connecticut this the 25th day of Workson, 2014.

BRISTOL TERRACE CONDOMINIUM ASSOCIATION, INC.

Its President