

THE FAIRWAYS COMDOMINUM ASSOCIATION

Notice to: Proposed Lessors of the Fairways Units, Attorneys and Realtors

Attached are forms which must be used after October 1, 1992 to notify The Fairways Condominium Association of a proposed lease, a requirement set forth in the Rules and Regulations.

1) NOTICE AND OFFER TO LEASE

- This form must be signed by each Owner and each Tenant, and received by the Fairways Association, CM Property Management - P.O. Box 690, Southbury, CT 06488, prior to the lease start date, but not less than 15 days.
- The lease must conform to the Declaration, Bylaws, Rules and Regulations and leasing restrictions as identified in the Notice and Offer to lease.
- The Notice and Offer to Lease will not be deemed received until the Tenants Certificate of Occupancy and signed copy of the lease have been received by The Fairways Association.
- The Tenant may not occupy the unit until the unit owner has received approval from the Board of Directors to allow the Tenant to occupy the unit.
- Unless the Association notifies the lessor that it will not approve the lease within fifteen (15) days of receipt of all documents and the required fee, the lease will deemed to be approved.

2) TENANT'S CERTIFICATE OF OCCUPANCY

- This form must be signed by the tenant listing all occupants and received by the Fairways, c/o CM Property Management- P.O. Box 690, Southbury, CT 06488 before the unit is occupied.
- Statement that a copy of the Rules and Regulations of the Fairways (which can be obtained from the Management Agent) has been received, read and will be observed by the Tenant (s) and occupants.

The fee for filing a notice and Offer to Lease and the Tenant's Certificate of Occupancy with The Fairways Association will be \$25.00 per lease. Failure to file these documents with The Fairways Association prior to the lease start date will result in a fine of \$100.00.

THE FAIRWAYS CONDOMINIUM ASSOCIATION

SECRETARY

NOTICE AND OFFER TO LEASE

To: Board of Directors
The Fairways Condominium Association, Inc.
c/o CM Property Management - P.O. Box 690- Southbury, CT 06488

Pursuant to Bylaws of The Fairways Condominium Association, Inc. as amended.

Re: Unit No. _____

Owner (s): (1) _____

(2) _____

Address: _____

1. Owner has received a bonafide offer for a lease of the Unit which the Owner intends to accept from the following tenants (s):

(1) _____ (2) _____

_____			_____		
Street			Street		
_____			_____		
City	State	Zip	City	State	Zip

Term of Lease: From: _____ to _____

(Must be at least six (6) months. Exceptions to the term of the lease must be granted, in writing by the Board of Directors of The Fairways Condominium Association, Inc.)

2. Owner and Tenant represent that the lease is consistent with the Declaration, By-Laws, and Rules and Regulations, and expressly provides:
- (a) that it may not be renewed, modified, amended, extended, assigned and/or that the Tenant shall not sublet the Unit without the prior written consent of The Fairways Association; and
 - (b) that Tenant shall abide by the Declaration, By-Laws and Rules and Regulations, as the same may be amended from time to time; and
 - (c) that the Landlord may terminate the lease and/or bring summary proceedings to evict the Tenant, if Tenant defaults in the performance of the lease or if the Tenant fails to

abide by the Declaration, By-Laws or Rules and Regulations. Other terms and conditions, consistent with the By-laws, may be stated in the lease;; and

(d) the lease must also provide that The Fairways may terminate the lease, or bring summary proceedings in the name of the Landlord if the Tenant fails to abide by the Declaration, By-Laws, or Rules and Regulations of The Fairways. This included the failure to pay fines levied against the Owner, because of actions/deeds by Tenant, under the By-laws and Rules and Regulations; and

(e) the lease shall also contain the following provisions: " In the event that the Owner (Landlord) shall fail to pay common charges for a period of sixty (60) days, thereafter, upon written notice to the Landlord and tenant, the Tenant will pay to The Fairways such portion of the monthly rental equal to the monthly common charges which should be paid by the Owner. The Tenant shall pay said common charge, and any arrears, over to the Association upon demand, monthly or on such other terms as the lease may provide for the payment of rents"; and

(f) reasonable legal fees incurred by the Association in enforcing the leasing provisions will be recovered from the Unit Owner.

3. Tenant's Certificate of Occupancy is enclosed herewith and the statements therein constitute representations which are a material part of this Notice and Offer to Lease. This Notice and Offer will not be deemed to have been received by The Fairways until Tenant's Certificate of Occupancy has been furnished to The Fairways Board of Directors.

4. A signed copy of the lease between Tenant and Owner must be submitted to the Board of Directors prior to the Tenant taking occupancy of the Unit.

5. Tenant will not occupy the unit until the provisions stated herein have been compiled with.

Dated _____ and signed below.

Owner (1) _____ Tenant (1) _____

Owner (2) _____ Tenant (2) _____

TENANTS CERTIFICATE OF OCCUPANCY

To: Board of Directors
The Fairways Condominium Association, Inc.
CM Property Management

The Undersigned, (1 _____ and (2) _____
proposed tenant (s) of (address) _____

Fairways Condominiums do state:

A. Tenant will occupy the unit as a :

(_____) primary residence

(_____) secondary residence

B. The only other occupant (s) will be the following:

NAME	ADDRESS	RELATIONSHIP TO TENANT
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Tenant will notify the current Manager of The Fairways, c/o CM Property Management -
P.O. Box 690, Southbury, CT 06488, in writing of any change in the foregoing occupancy.

D. Tenant has received a copy of the Rules and Regulations of The Fairways Condominium
Association, Inc. from the unit owner.

E. By the signature (s) below, the Tenant (s) declare (s) that the Rules and Regulations of
The Fairways Condominium Association, Inc. have been received, read and will be complied
with and observed.

Signature (s) of

Tenant (1) _____ (2) _____
Date: _____ Date: _____