



**HIGHLAND WOODS ASSOCIATION, INC. ("ASSOCIATION")**

**AMENDMENT TO RULES  
RESTRICTION ON LEASING UNITS**

In accordance with the Connecticut Common Interest Ownership Act Highland Woods 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 one (1) year, even if the unit has been rented immediately prior to the date of conveyance. 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 Highland Woods 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 non-owner occupied 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 Highland Woods 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 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 one (1) 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 one (1) 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 one (1) 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.
- (i) Any Unit Owner renting or leasing his or her unit shall provide a notice signed by both the unit owner and the tenant to **Highland Woods Association, Inc.** within fourteen (14) days of the date the tenant moves in. The Unit Owner shall also provide a fully completed "TENANT INFORMATION FORM", which includes a government issued photo ID (driver's license or passport or similar ID) signed by all parties, and a list of the vehicles that will be housed at the Unit. The failure to provide the copy of the fully completed "NEW TENANT INFORMATION FORM" shall constitute a violation of the **Highland Woods Association, Inc.** Declaration and may subject the Unit Owner to a fine for each day after the fourteen (14) day time period until the new Unit Owner fully complies. The Unit Owner will also be required to deposit \$500.00 as security to **Highland Woods Association, Inc.**, within fourteen (14) days after tenant moves in. **Highland Woods Association, Inc.** will return the deposit once the premises has been vacated. The purpose of the Security deposit is to offset any expense to the **Highland Woods Association, Inc.** caused by the Tenant(s), including but not limited to, bulk garage removal, unpaid Association fines, and/or attorney's fees. Each new Tenant will be required to attend an "Informational Meeting" with the **Highland Woods Association, Inc.** Board of Directors or its Agent, within (14) days prior to moving in. Not attending shall constitute a violation of the **Highland Woods Association, Inc.** Rules and may subject the Tenant and / Unit Owner to a fine for each day after the fourteen (14) day time period until the new Tenant fully complies. Tenants will be limited to two (2) vehicles. No exceptions. No subleasing is permitted.

The Board of Directors conducted a meeting of the Board of Directors and accepted Unit Owner comment concerning this Amended Rule on November 30th 2020. Notice of said meeting was sent to all Unit Owners at least ten days before November 30th, 2020.

Dated and approved by the Board of Directors of Highland Woods Association, Inc., at Waterbury, Connecticut this the 1 day of December 2020.

**HIGHLAND WOODS  
CONDOMINIUM ASSOCIATION, INC.**

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Its President