

RIVERWALK CONDOMINIUM ASSOCIATION, INC.

AMENDMENT TO RULES

RE:

RESTRICTION ON LEASING UNITS

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

1. Restriction

Except as otherwise provided herein, 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 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 one (1) year for the first year of any new tenancy. A unit may not be subleased at any time. Airbnb's and similar housing arrangements are strictly prohibited.

2. Leasing Requirements

- (a) 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 proving an address at the Unit as his or her principal residence.
- (b) Upon fulfilling residency requirements described above in paragraph (1), a Unit Owner desiring to rent his or her Unit shall request from the Board of Directors ("Board") a statement as to what percentage of Units are currently rented.
- (c) Any Unit Owner leasing his or her Unit shall, prior to occupancy of said Unit by lessee, shall:
 - i. Provide the Tenant with a complete set of the Association's Declaration, ByLaws, Maintenance Standards and Rules and Regulations ("Documents").
 - ii. The Documents shall become an integral part of the lease agreement. Any violation by the Tenant of the Documents shall constitute a default under the terms of the lease.
 - iii. Provide the Board of Directors with a fully executed copy of the lease.
 - iv. Provide the Board of Directors with the Tenant's telephone number, email address, description of and license plate number of any vehicle kept at the Association.
 - v. Provide the Board of Directors with the Unit Owner's current address, telephone number and email address.
- (d) The Unit Owners of all currently leased Units shall provide the Board with a copy of the existing lease within thirty (30) days of the effective date of this Rule.

Failure to do so will result in the Unit losing its grandfathered status if more than 50% of the Units, at the time this rule is adopted, are rented.

3. Exceptions

- (a) The foregoing restrictions shall not be applicable in the following situations:
- a. A Unit Owner owning a Unit or Units at the Association as of the effective date of this Rule; or
 - b. A Unit Owner that obtains ownership of the Unit by inheritance provided that the deceased Unit Owner met the two (2) year occupancy requirement.
- (b) The Board may waive the restriction on the maximum number of Units to be leased, and/or term of a lease, upon a showing by a Unit Owner that he or she will suffer unusual or extreme economic harm if said waiver is not granted. The Board shall convene a meeting within 15 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 the waiver. The Board shall also hear any other evidence that it deems relevant in order to assist the Board in reaching the decision. The decision of the Board shall be rendered by a majority of the Directors present at said hearing and provided to the requesting Unit Owner within five (5) days of said hearing.

4. Enforcement

- (a) The Board may take enforcement proceedings against a Unit Owner and/or Tenant in violation of this Rule and/or the Documents.
- (b) The Association shall have all rights available at law or in equity against any Unit Owner and/or Tenant in violation of this Rule and/or the Documents.
- (c) Except in the case of an emergency, prior to taking any action, the Association shall provide the Unit Owner and the Tenant with notice and a hearing in accordance with the Bylaws and/or the Act.
- (d) The Unit Owner shall be responsible for all fines assessed by the Board, AND all attorney's fees and costs incurred by the Association as a result of a violation of this Rule and/or the Documents irrespective of whether suit is instituted.

Dated and approved by the Board of Directors of Riverwalk Condominium Association, Inc., at Winchester, Connecticut this 11 day of 16, 2017 following Notice to and Comment by the Unit Owners.

RIVERWALK
CONDOMINIUM ASSOCIATION, INC.

BY 

Its President