

PROPERTYWORX, LLC
RESALE DOCUMENT REQUEST FORM

Oak Meadow Estates is an age restricted Community with a 55 and older requirement. There is also a Leasing Restriction, the buyer of any unit must live in the unit for a period of 12 months. Please review the following Article 10, Section 10.2 Restrictions on Alienation and Section 10.1 Age Restricted Community with the buyer. Proof of age (copy of drivers license, military ID, state issued ID, immigration card, passport or birth certificate, and the Age and Leasing Restriction Agreement, signed by the buyer, must be returned with this request form.

Additionally, a copy of the deed must be sent to PropertyWorx, LLC after the closing has occurred as noted in the Declarations, Article 10, Section 10.5, Notice of Unit Purchase and Copy of Executed Conveyance Deed.

Unit Address: _____ Anticipated Closing Date: _____

Sellers Name: _____

Sellers Attorney and Phone: _____

Buyers Name: _____

Buyers Phone: _____ Buyers Email: _____

Buyers Attorney and Phone: _____

Purchase Price: _____

Listing Agent and Phone: _____

Name of Person Accepting Delivery of Package:

Email of Person Accepting Delivery of Package: _____

Phone Number of Person Accepting Delivery of Package: _____

The complete resale package consists of the Resale Certificate, Condominium Documents, Budget, Rules and Regulations as well as other pertinent information regarding your association. All packages will be emailed to the person accepting delivery referenced above.

PLEASE READ THROUGH THE DOCUMENTS CAREFULLY. SOME CONDOMINIUMS HAVE SPECIFIC RESTRICTIONS REGARDING OWNER OCCUPANCY, COMMERCIAL VEHICLES AND PETS.

The cost for the Resale Package is: \$185.00.

The turnaround time once we receive the check and request form is approximately 8-10 business days.

Please make check payable to: Propertyworx, LLC

Mail to: P.O. Box 12
Oakville, CT 06779

Phone: 860-274-5182

Fax: 860-274-5572

Email: terry@propertyworx.com

Propertyworx LLC, 1278 Main Street, Suite 8, Watertown, CT 06795

Article 10 - Restrictions on Use, Alienation, Occupancy and Leasing

- (h) The use of Common Elements, Units and Limited Common Elements are subject to the Declaration, Bylaws and the Rules of the Association.

Section 10.2 - Restrictions on Alienation.

- (a) A Unit may not be conveyed pursuant to a time sharing plan as defined under Chapter 734b of the Connecticut General Statutes.
- (b) There is no restriction on the amount for which a Unit may be sold or otherwise transferred.
- (c) The purchase of a Unit for investment purposes, i.e. by a person or entity not intending to occupy the Unit, is limited as follows: a) a nonresident family member may purchase one (1) Unit for persons who will reside in the Unit and who otherwise comply with all other provisions of this Article; b) a Unit Owner who has owned a Unit for one (1) year or more may enter into leases for such Unit for a term of not more than two (2) years provided that copies of all leases for Units are approved by the Association prior to occupancy by a tenant and an occupant of such leased; and c) a Unit may not be rented for more than two (2) consecutive years. Unit complies with all other provisions of this Article.
- (d) **Renting and Leasing.** A Unit may be leased if it meets the requirements of Section 10.2(c); however, no Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. All lease agreements shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the lessee to comply with the terms of the Documents and lawful Rules and regulations shall be a default under the lease.
- (e) Notwithstanding anything to the contrary contained in Section 10.2(c) above, all leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association and may not be for a term of less than one (1) year. A copy of each lease must be delivered to the Association.
- (f) The Board of Directors shall not have the authority to approve or reject any tenant.

Article 10 - Restrictions on Use, Alienation, Occupancy and Leasing

- (a) Prevention of any use of a Unit which violates the Declaration, Bylaws and/or Maintenance Standards; or
- (b) Regulation of any occupancy of a Unit which violates the Declaration or adversely affects the use and enjoyment of other Units or the Common Elements by other Unit Owners.

Section 10.12 – Antennas. The Association may adopt Rules regulating and restricting the installation of antennas, including satellite dishes, in the Common Interest Community. However, any such Rule, as it applies to the Units and Limited Common Elements, may not exceed the limitations set by the Federal Communications Act.

Section 10.13 – AGE RESTRICTED COMMUNITY. The Condominium is an age restricted community and subject to the following restrictions:

- (a) At least 80% of the Occupied Units must be occupied by at least one person 55 years of age or older. For purposes of this Article, Occupied Unit means:
 - (i) A Unit that is actually occupied by one or more persons on a specified date (the "Exemption Date"); or
 - (ii) A temporarily vacant Unit, if the primary occupant has resided in the Unit during the past year and intends to return on a periodic basis.
 - (iii) This age restriction is made pursuant to the provisions of the Federal Fair Housing Act as amended.
- (b) For purposes of this Article, occupied by at least one person 55 years of age or older means that on the Exemption Date:
 - (i) At least one occupant of the Unit is 55 years of age or older; or
 - (ii) If the Unit is temporarily vacant, at least one of the occupants immediately prior to the date on which the Unit was temporarily vacated was 55 years of age or older.
- (c) The use restrictions referred to in this Article shall not apply to:
 - (i) Units occupied by employees of the Declarant or the Association (and family members residing in the same Unit) who are under 55 years of age, provided the employees perform substantial duties related to the management or maintenance of the facility or community; and

- (ii) Units occupied by persons who are necessary to provide a reasonable accommodation to disabled residents, and who are under the age of 55.
- (d) Three (3) children 18 years of age or older may reside with his or her parents.
- (e) Except for the transfer of a Unit from the Declarant to any person, prior to transfer of any Unit, whether for consideration or for no consideration, the Owner shall submit to the Association data regarding the names, addresses, ages, and such other data as reasonably required by the Association to determine compliance with the use and age restrictions set forth herein. The Board shall grant approval of the transfer by giving notice as set forth above and failure to give such notice within the thirty (30) day period shall be deemed approval.

ARTICLE 11 Easements, Licenses

Section 11.1 - Encumbrances. All easements or licenses to which the Common Interest Community is subject are listed as an Exhibit to the initial Declaration. In addition, the Common Interest Community may be subject to other easements or licenses granted by the Declarant.

Section 11.2 - Easement to Common Elements. Each Unit Owner shall have a non-exclusive right to use and a non-exclusive easement in and to the Common Elements for access to the Unit owned by such party and for all other purposes not prohibited by the Declaration, Bylaws or Rules of the Association.

ARTICLE 12 Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. A Common Element not previously allocated as a Limited Common Element may be so allocated only by amendment to this Declaration.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to Article 12 except as part of a reallocation of boundaries of Units pursuant to Article 14 of this Declaration. Any such reallocation shall be by an amendment to the Declaration executed by the Unit Owners between or among whose Units the reallocation was made. Such amendment shall require approval of all holders of security interests in the affected Units which approval shall be endorsed thereon. The persons executing the amendment shall provide a copy thereof to the Association, which shall record same if the amendment complies with the provisions of this Declaration and the Act, as amended. The amendment shall contain words of

Oak Meadow Estates Age and Leasing RESTRICTION AGREEMENT

I/We have read the attached Estates Sections 10. Restrictions on Alienation and 10.1 Age Restricted Community. We understand the restrictions and further understand that the Board WILL take action should we violate the restrictions.

Occupant Name

Age

Occupant Name

Age

Occupant Name

Age

Occupant Name

Age

Signature of New Buyer

Date

Signature of New Buyer

Date

The Board of Directors & Management appreciates your support and cooperation.

Thank you.

Propertyworx
860-274-5182

Section 10.3 – Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Areas may be made and amended from time to time by the Board of Directors in accordance with the provisions of the Bylaws.

Section 10.4 – Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or the breach of any obligation contained in the Bylaws, or the breach of any obligation contained in the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth by the Bylaws to:

- (a) Enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that exists therein contrary to the intent and meaning of the provisions thereof, and the Board of Directors shall not thereby be guilty in any manner of trespass; or
- (b) Enjoin, abate or remedy the continuance of any such breach by appropriate equitable proceedings including mandatory injunction, there being no appropriate legal remedy, at the cost of the Unit Owner, with reasonable attorney's fees and related costs of any such proceedings.
- (c) By resolution, following Notice and Hearing, the Board of Directors may levy a fine in an amount to be established by the Board of Directors for each day that a violation of the Documents or Rules has previously occurred and/or persists after such Notice and Hearing, but such amount shall not exceed the amount necessary to ensure compliance with the Rule or order of the Board of Directors. Collection of charges for damages or fines may be enforced against the Unit Owner(s) in the same manner as common charges.

Section 10.5 – Notice of Unit Purchase and Copy of Executed Conveyance Deed. Every new Owner shall return to Oak Meadow Estates Homeowners Association Inc. c/o the property manager a copy of the fully executed conveyance deed and a completed "New Unit Owner Information Form" within ten (10) days of the date of the conveyance deed. The failure to provide the copy of the conveyance deed and the fully completed "New Unit Owner Information Form" shall constitute a violation of the Oak Meadow Estates Homeowners Association Inc. Rules and may subject the Unit Owner to a fine for each day after the ten (10) day time period until the new Unit Owner fully complies with the requirements of this section.

Section 10.6 – Restriction on Leasing of Units. The Association may establish Rules to restrict the leasing of residential units to the extent those Rules are reasonably designed to meet first mortgage underwriting requirements of institutional lenders who regularly purchase or insure first mortgages on units in Common Interest Communities; provided no such restrictions shall be enforceable unless notice thereof is recorded on