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March 24, 2017

VIA OVERNIGHT DELIVERY

Executive Board
Highgate Condominium Association, Inc.
C/o CM Property Management, Inc.
P. O. Box 690
Southbury, CT 06488

Re: Amendment to Rules: Restriction on Leasing Units

Dear Executive Board:

Enclosed please find the Original Recorded Amendment to Rules for Highgate Condominium Association, Inc. The Amendment is recorded in Volume 2009, Page 56 of the Watertown Land Records.

If you would like an electronic copy of the Documents please do not hesitate to contact me at cryan@pilicy.com.

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

Thank you.

Respectfully,

FRANKLIN G. PILICY, P.C.

By 
Charles A. Ryan

CAR/jr
Enclosures

RECEIVED
MAR 27 2017
CMPTM, INC.

HIGHGATE 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) Highgate 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; and 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.

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(s) 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.

3. Exceptions

- (a) The foregoing restrictions shall not be applicable in the following situations:
 - a. A property acquired by foreclosure or deed-in-lieu of foreclosure so long as it is owned by the mortgagee.
 - b. A Unit Owner that obtains ownership of the Unit by inheritance provided that the deceased Unit Owner met the three (3) 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 economic harm if said waiver is not granted. The Board shall convene a meeting within fifteen (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 of Directors 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 Highgate Condominium Association, Inc., at ~~Watertown~~, Connecticut, following notice and opportunity to comment in according with Connecticut Law this 19th day of May, 2016.

**HIGHGATE CONDOMINIUM
ASSOCIATION, INC.**

BY *Joseph Palomba*
Joseph Palomba
Its President

RECEIVED FOR RECORD
Mar 01, 2017 03:14:22P
Lisa M. Dalton
TOWN CLERK
WATERTOWN, CT

HIGHGATE
CONDOMINIUM ASSOCIATION INC

AMENDMENT TO RULES

This Rule was adopted the Board of Directors of Highgate Condominium Association on this 30 day of MARCH, 2017 in accordance with the Bylaws of the Association.

RESTRICTION ON DOGS. Dogs are restricted as follows:

1. No dog is allowed on the Association property, including in units, unless the dog is less than 20" in height measured from the ground to the top of its shoulders;
2. No dog is allowed on the Association property, including within units, unless it is of a gentle disposition. Notwithstanding, Pit Bulls, Rottweiler, German Shepherds, Akita and Doberman, are strictly prohibited at all times without exception;
3. Renters may not have a dog at any time. Only Unit Owners may have a dog; Guests, with dogs allowed by this Rule are allowed. Notwithstanding any such dog belonging to a guest may not remain on the premises for more than one (1) week without the prior written permission of the Board.
4. No Unit may have more than one (1) dog;
5. All permitted dogs shall be licensed by the Town of Watertown and a copy of each license shall be filed with the Property Manager;
6. All dogs shall have rabies shots, rabies tag and license tag;
7. The Unit Owner shall be responsible for, and shall indemnify the Association for, any claims, damages, liabilities or costs of any nature which may be asserted or sustained against the Association and/or members of its Executive Board and/or its Property Manager by reason, directly or indirectly, of actions of his/her dog; including any unauthorized dogs;
8. The unit owner shall be responsible for cleaning up their dog droppings immediately. The droppings must be placed in a bag, sealed and deposited in a proper refuse can.
9. The Association shall have the right, subject to notice and hearing, to assess fines, in an amount determined by the Board, against a Unit Owner for any violation of this Rule. The Association, subject to notice and hearing, shall have the authority to order any dog removed permanently from the Condominium if the dog is a prohibited dog, a nuisance, or if a dog attacks or bites a person or another dog. No dog outside the unit shall be left unattended or tethered at any time. All dogs shall be on a leash of less than 12 feet long at all times. All costs incurred by the Association in connection with enforcement of this Rule, including but not limited to court costs and attorneys fees, shall be assessed against the offending Unit Owner. A Unit Owner shall be responsible for a violation by his/her tenant and/or guest;
10. At its sole discretion, the Board may authorize exceptions to this Rule if a Unit Owner has a genuine medical need. Such authorization will be given by the Board following unit owner submission of a proper application and a certificate of need. Any such approval will be granted to the extent reasonably required to accommodate any such medical need or disability. At any time shall the medical need no longer require a dog, then the dog shall be immediately removed from the Unit and Association property.


B.O.D. DIRECTOR 3/30/17