

PROPERTYWORX, LLC  
RESALE DOCUMENT REQUEST FORM

Highgate Condominiums have an Occupancy Requirement. The buyer of any unit must live in the unit for a period of 2 years. Please review the Restriction on Leasing Units rule and Restriction on Leasing Agreement with the buyer. The Restriction on Leasing Agreement must be signed by the buyer and be returned with this request form.

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: \$125.00.

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](mailto:terry@propertyworx.com)

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

**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

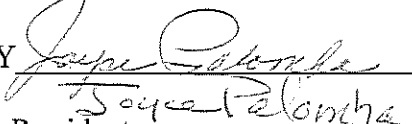
- (a) The foregoing restrictions shall not be applicable in the following situations:
  - a. A property acquired by foreclosure or deed-in-lieu of foreclosure so long as it is owned by the mortgagee.
  - b. A Unit Owner that obtains ownership of the Unit by inheritance provided that the deceased Unit 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 19<sup>th</sup> day of May, 2016.

**HIGHGATE CONDOMINIUM  
ASSOCIATION, INC.**

BY   
Its President

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

# HIGHGATE CONDOMINIUM ASSOCIATION RESTRICTION ON LEASING AGREEMENT

**LEASING/RENTING NEWLY PURCHASED UNITS AT HIGHGATE CONDOMINIUMS IS PROHIBITED UNTIL YOU HAVE LIVED IN THE UNIT FOR TWO YEARS.**

**Family members and friends ARE still considered tenants unless you reside in the unit with them on a permanent basis.**

I/We have read the Highgate Restrictions on Leasing Units and understand the two-year occupancy restriction. I/We further understand that the Board WILL take action should we violate this rule.

\_\_\_\_\_  
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