

Regulations for Leasing Units in the Greenwich Condominium

Section "15.12 Lease of Unit" in the "Declaration of Condominium and Bylaws of the Greenwich Condominium" states the following:

Each Unit Owner shall have the right to lease the Unit so owned for single family occupancy subject to the following requirements:

- (a) Every lease shall be in writing and shall be subject to all provisions of this Declaration and Bylaws. Further, said lease shall incorporate the rules and regulations of the Condominium by reference thereto and shall include the provision that any violation of said rules and regulations or covenants and provisions of the lease, other than non-payment of rent, shall be additional basis for termination of the lease by the Executive Board.
- (b) Every lease shall be submitted to the Executive Board for review so as to assure compliance with this Declaration.
- (c) Every lease shall appoint the Executive Board (or the Declarant as the case may be) to act as agent and attorney-in-fact for the Unit Owner for the purposes of enforcing the terms, covenants and conditions of said lease, other than the non-payment of rent. If any such violation is not cured within 30 days or such shorter time as may be provided for in the lease, the Executive Board as attorney-in-fact shall have the right of action to evict or otherwise terminate the lease or the tenant possession of the Unit. The Executive Board shall have no liability to the Unit Owner or tenant on account of any action taken pursuant to this Declaration and Bylaws.
- (d) Every lease shall have minimum initial and renewal terms of six (6) months each and no such lease shall be on a month-to-month or holdover basis.

In addition to the above as stated in Section "15.12 Lease of Unit" in the "Declaration of Condominium and Bylaws of the Greenwich Condominium," the following regulations shall apply to the leasing of units:

- (e) A leased Unit shall be defined as the Unit that is not occupied by the Unit Owner but is occupied by other individuals (except in the case defined in regulation (i) below); the vacant Unit shall not be considered to be a leased Unit.
- (f) Every lease must be approved by the Executive Board before a prospective tenant may move into the Unit. Every lease must be accompanied by a letter from the Unit Owner stating that the prospective tenant's credit has been checked and deemed acceptable. Should the prospective tenant move into the Unit before the Unit Owner has complied with both of these requirements, the Unit Owner shall be fined \$100 for each day of the tenant's occupancy until the requirements have been satisfied.

- (g) For every month that the Unit is occupied by a tenant, the Unit Owner shall pay on the first day of the following month a surcharge of \$50 in addition to the Unit Owner's normal monthly condominium fee. The surcharge shall be not be prorated for months of partial occupancy; the full surcharge shall apply. The surcharge shall be subject to a late charge of Ten Dollars (\$10.00) per month after the tenth day of the month in which the surcharge becomes due.
- (h) Regulation (g) shall not apply to the Unit that is occupied by no more than two immediate family members (defined as mother, father, son, daughter, brother, or sister only) of the Unit Owner, or by no more than one immediate family member (defined as mother, father, son, daughter, brother, or sister only) of the Unit Owner and one additional occupant. Instead, for every month that the Unit is so occupied, the Unit Owner shall pay on the first day of the following month a surcharge of \$25 in addition to the Unit Owner's normal monthly condominium fee. The surcharge shall be not be prorated for months of partial occupancy; the full surcharge shall apply. The surcharge shall be subject to a late charge of Ten Dollars (\$10.00) per month after the tenth day of the month in which the surcharge becomes due. The Executive Board shall have the right to authenticate the familial relationship(s) between the Unit Owner and the occupant(s) using any reasonable methods, including but not limited to the examination of driver's licenses, birth certificates, and passports; the determination of the Executive Board shall be final.
- (i) Units that are physically contiguous (in the same building with an adjoining floor and ceiling or adjoining walls) to one another and are owned by the same Unit Owner shall be exempt from all Leasing regulations, i.e. Section "15.12 Lease of Unit" in the "Declaration of Condominium and Bylaws of the Greenwich Condominium" and regulations (e) through (h), provided that the Unit Owner is an occupant of at least one of said Units.
- (j) Dogs are not allowed in rental units. Therefore, leases submitted to the Executive Board for approval must contain the following provision: "Per the Leasing Regulations of the Greenwich Condominium, Tenant shall not keep or bring a dog or dogs on the Premises at any time under any circumstances. Should this restriction be violated, the Executive Board of the Greenwich Condominium shall exercise its right to initiate eviction proceedings against Tenant."