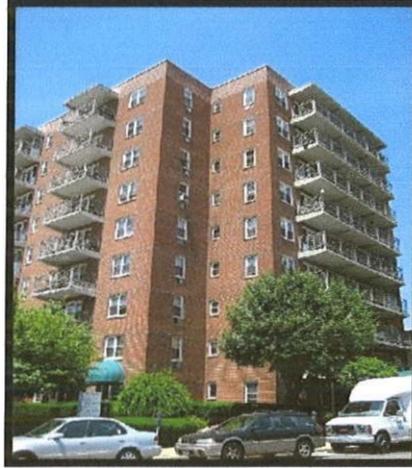


700 Summer Street Association

Resident Orientation Packet



Dear New Residents,

Welcome to 700 Summer Street. Below and attached are a set of guidelines and rules that must be read and agreed to prior to your move-in. You may call either Plaza Realty or one of our Board members in the event you have any questions or concerns.

Prior to your Move-In:

- Please read through the following 700 Summer Street Rules. Once you have read and understand these, please complete the form at the end and email it to Plaza Realty * Management: Evealtieri@plazarealtygmt.com or fax: 203-356-9741 or mail to Plaza Realty & Management, P.O. Box 17010, 1010 Hope St., Stamford, CT 06907.
- As a NEW resident you should contact Plaza Realty & Management at 203-359-4611 to arrange a move-in date and time.
- Move-in dates and times are available on Monday-Friday from 9 am to 4 pm.
- Upon agreeing upon a date and time with Plaza Realty and Management they will inform Ramon Olivia, Superintendent at 700 Summer Street of your move-in date and time. We need to give Ramon at least a 24 hour advance notice prior to your move-in date to allow him enough time to prepare the elevator and/or make any necessary arrangements for your moving company.
- In the event you have any new furniture/appliances to be delivered to your unit separately from your move-in, contact Ramon Olivia in advance to arrange for this delivery.
- Prior to your move-in a non-refundable \$250.00 check must be written out to 700 Summer Street Association and submitted to Plaza Realty.

Parking:

- You must park within your assigned parking space. This is for your protection as well.
- There are 3 unassigned parking spaces in the area off Franklin Street outside the fence to the right of the garage opening. These are for 700 Summer Street residents ONLY on a first-come-first-serve basis. Long-term parking is NOT permitted in these spaces.
- Metered parking is readily available on Summer Street, Franklin Street and other neighboring streets near the building. Monthly parking is available on Franklin Street next to the UCONN campus. Applicable meter times are posted on the meters.
- In the event a citywide event is conducted on Summer Street or a snow storm is on the horizon, parking on Summer Street is not permitted. In the event you choose NOT to abide by these rules your car/truck will be ticketed and towed. **During the winter months Summer Street is considered a Snow Evacuation**

Route. Therefore, if you do NOT have an assigned parking space it is advised that you make prior parking arrangements before the storm arrives.

Keys:

- It is required that Ramon have duplicate condo key in the event an emergency entry (i.e. fire, water leak and etc.) is to take place.
- It is advised that you make a duplicate condo key upon your move-in, and give it to family member, friend or a neighbor in the event a lockout occurs.

Mailboxes:

- Mailboxes are located within the foyer (1st floor) opposite of the elevator bays.
- Upon your move-in you can obtain a mailbox key from the past owner or your landlord.

Garbage/Recycling:

- Each floor within the building has a small room to the left of the elevators with a garbage chute for household trash. All garbage must be bagged before placing it into the chute.
- In the same small room are two bins used for recyclables. One is for paper goods: newspaper, magazines, junk mail and flattened cardboard. The 2nd bin is used for containers: glass and plastic jars and containers, and metal cans. Please help us in our recycling efforts.
- In the event your household trash or recyclables is too large for the chute or bins, place it within the designated dumpsters within the garage under the building.

Insurance:

- We have insurance for our building, but not your personal property. Questions about insurance should be directed to Plaza Realty & Management.

Bike Storage:

- Bike storage is available within the basement area of the building and the parking lot.
- In the event you wish to store your bike within the bike storage area you must obtain a form and provide a nominal fee to Ramon in exchange for a key.

Contact information for questions:

- Richard Smeriglio, Plaza Realty & Mngmt, rjs@plazarealtymgmt.com, 203-653-6536
- Eve Altieri, Plaza Realty & Mngmt, vealtieri@plazarealtymgmt.com, 203-653-6533
- Sarah Bernardo, Plaza Realty & Mngmt, sbernardo@plazarealtymgmt.com, 203-653-6556
- Anthony Branca, Board President, abranacpa@aol.com, 203 964-9833
- William Flannery, Board Vice Pres., flannery@optonline.net, 203-912-1516
- Robert Tancs, Board Secretary, tancs23@optonline.net, 203-964-3055
- Patricia Ippolito, Board Member, ipper@optonline.net, 203-856-4272

700 SUMMER STREET ASSOCIATION, INC.

RULES AND REGULATIONS

You are advised to review the contents below and understand them. The Board of Directors may make changes from time-to-time as approved. If you have any specific comments or concerns, you may share them with your Board by sending them in writing to our office.

Why Do Associations have Rules?

Community living is a lifestyle that appeals to many people. Given the close living and shared facilities, it works best when people show consideration toward one another. The reason for Rules is to promote acceptable standards of behavior for the general benefit of all, and to resolve disputes quickly and with a sense of fairness. Fines for failing to observe the Rules are simply a method to encourage people to follow the Rules.

Late Fees, Fines and Assignments-Collection Policy:

A \$100.00 late fee will be applied to all owners whose payments in full have not been received by us, Plaza Realty & Management, by the 20th day of each month. Of course, if the **20th** falls on a weekend or Holiday the last day for receiving payment will be the first business day following.

Fines:

A list of fines for failing to comply with the Rules and Regulations is attached. If there are any questions, please send in a note for clarification.

Collection Policy:

Failure to comply with Collection Policy will result in the initiation of the Collection Policy Process. Details of this process can be obtained from **Plaza Realty & Management**.

Responsibility for Plumbing Repairs:

The most frequent disputes have to do with whose responsibility it is to clear clogged waste lines and repair broken water lines and fixtures. The general rule is that **each unit owner is responsible for the integrity of all plumbing fixtures and pipes inside their units, and for keeping clear all traps, drains and waste lines to the point where they intersect with the waste lines of other apartments or the building.**

Leaks from my unit that may damage unit's below:

In cases where a pipe or plumbing fixture (sink, toilet, shower, radiators, etc.) leak into a unit or units below, it is the responsibility of the unit owner to correct the leak immediately and to arrange for needed repairs regardless of whether your own insurance company will pay for the cost. In consideration of the affected units below, the Board expects everyone's cooperation in handling these matters promptly. In the event any unit owner fails to address required repairs to any unit that is damaged from these leaks in a 48 hour period, the Board will intervene and repair the damages. Any costs incurred will be billed to the responsible unit owner as additional common charges plus a 20% administrative fee. The sole purpose of the Board's involvement is to ensure the affected resident below can resume normal use of their homes.

Radiators/Energy Conservation:

The radiators in 700 Summer Street are designed to provide adequate heat when heat is needed. Each radiator comes with a shut-off valve accessible by opening the flap at the base of the radiator. If you feel you are getting too much heat, you may choose to turn off one or more of the radiators by turning the shut-off valve all the way clockwise. Conversely, if you are finding you do not get enough heat, check to assure that the valves are turned all the way counterclockwise. It is essential to have each valve turned either completely open or completely closed. Having a valve in a part-way position may cause water leakage. We don't want to have any damages to your carpet or floors. Please do not open windows to allow heat to escape. This will help us to conserve the usage of fuel.

You should also check your windows and doors for drafts. If necessary purchase at a local hardware store weather-stripping & insulation to help keep heat in the units. 700 Summer Street pays significant bills for fuel. We ask everyone to take part in our conservation efforts.

Interior Renovations:

If you are thinking of renovation or altering your unit at 700 Summer Street, you must first request permission in writing. Please contact Plaza Realty & Management to initiate this process. A procedure is in place for these activities and all renovations must comply with the current Construction Policy and Procedures which include but are not limited to:

- All contractors must be licensed to work in the State of Connecticut.
- All contractors must provide a Certificate of Insurance naming 700 Summer Street Association, Inc. as certificate holder and Plaza Realty & Management Corp as additional insured.
- Owners are responsible for obtaining any necessary permits, inspections and Certificates of Occupancy as required by the City of Stamford.
- Approved construction activities are permitted Monday-Friday from 8AM – 5PM, except on legal holidays that fall on these weekdays.
- No dumpsters are allowed on the property and debris must be removed from the property daily.

Satellite Dish Requests:

Requests must be made in writing to the Board of Directors by the unit owner. The Board will approve requests provided the dish is of reasonable size and is not installed on any part of the building or railings and is mounted to a tripod system designed to support the weight of the dish (the dish may not be mounted to any other type of pole). In addition, the satellite dish shall not extend beyond the vertical boundary of your balcony. Written permission from the Board is required prior to any installation.

Move-In and Out Procedures:

Moving is only permitted on weekdays, never on Holidays. You need to call Plaza Realty & Mgmt to schedule your move as soon as you know your move date.

A \$250 non-refundable check (payable to 700 Summer Street Association) is required prior to move-in. There is no move-out fee.

Prior to a new tenant moving in, the signed Lease Agreement must be received by Plaza Realty & Management Corp. by fax: 203-356-9741 or email: vealtieri@plazarealtymgmt.com 10 days prior to move-in. The minimum term for any rental lease in the building is 6 months.

If a current resident is moving to another unit within the building, then the moving fee will be \$100. This reduced fee is dependent on the resident having no complaints filed against them and the common charges being current. This fee must be paid prior to the move.

Duplicate Keys:

If an occupant loses a main entrance key fob, you may obtain another one by giving Ramon, the superintendent (203-348-9022) a check for \$75.00 (payable to 700 Summer Street) in return for the fob. Cash will not be accepted. For security reasons, please do your best to safeguard your key. If you re-key your locks, a copy of the new keys must be given to the Superintendent (Ramon) to be used in the event of an emergency such as a fire or water leak. It is suggested you leave a duplicate apartment door key with a good friend and/or neighbor in the event you are locked out.

Storage Spaces:

Storage spaces are available, and are located in the basement storage room. They can be obtained directly from Bargold Storage Systems by calling 212-BARGOLD, or email: mylocker@bargold.com.

700 Summer Street Association Rules

1. There cannot be more occupants in any size unit (studio, junior-3, one bedroom or two-bedroom) that exceeds the number of occupants per square foot standard established by the City of Stamford Health Code.
2. Each unit owner (or his tenant) shall be obligated to maintain the unit and keep it in good order and repair.
3. Any damage to the building or equipment caused by unit owners, their tenants, contractors, guests, visitors, clients, patients or employees shall be repaired at the expense of the unit owner.
4. No unit owner shall permit anything to be done or kept in his unit or common areas, which will result in the cancellation of insurance on the building or will increase the rate of insurance on the building. If any such addition occurs requiring insurance rate increases, the unit owner will be responsible for the related insurance increase.
5. Nothing is to be hung or displayed or affixed in common or limited common areas, on the outside of windows or outside walls of building. This includes, but is not limited to: signs of any kind, awnings, screens, canopies, shutters, radio or television antennae, greenhouses, or hanging plants, or other hanging objects. Additionally, any objects at risk of dropping, flying or loosening due to winds, are not allowed on the terrace.
6. No dogs are allowed on the grounds at any time. Service dogs are permitted subject to board approval and the submission of all paperwork for the board's review (request application/paperwork from Plaza Realty and Management). One (1) cat per unit may be kept as long as it does not create a nuisance or unreasonable noise. If a disturbance is caused, you will be given five (5) days written notice to permanently remove the cat(s) from the property, subject to a rule violation hearing.
7. No noxious or offensive activities shall be carried on in any unit or in the common areas, which may be or become an annoyance to other unit owners or occupants between the hours of 10:00 PM to 7:00 AM.
8. Smoking, of any kind, is not allowed in any common area, or limited common area of the building. This also pertains to smoking material in any manner or form, including e-cigarettes.
9. Nothing shall be done to any unit or common area which will structurally change or impair the building.
10. No clothes, sheets, towels, blankets or laundry of any kind shall be hung out or exposed from any unit, limited common area, or common area. No toys, bicycles, non-outdoor furniture of any type may be stored or left on balconies. Draperies, blinds, curtains, etc. must be installed by each unit owner. All window coverings shall have a white surface or lining facing the outside.
11. Air conditioners are only allowed in the existing air conditioner sleeve(s) located in each unit. Air conditioners may not be placed in any window in the building.
12. No industry, business, trade, occupation, or profession of any kind may be conducted, maintained or permitted in any residential unit, except for the ground floor units, specifically designated for this purpose.
13. No water beds are permitted in any unit.

14. No Unit Owner or occupant shall interfere in any manner with the heating, electrical, plumbing, mechanical or lighting apparatus of the building/common elements. This includes the installation of a clothes washer, clothes dryer or dishwasher. Unauthorized installations which may affect these systems will result in fines.
15. All garbage and trash (excluding recycling) must be placed inside the garbage chute. Under no circumstances should garbage bags be left on the floor of the garbage room.
16. Residents must park in their assigned space. Guests must use street parking.
17. No cooking or barbecuing is allowed on terraces or any common area.
18. Owners must submit lease copies to Plaza Realty & Management Company. **Proposed Addition:** The minimum allowable lease is 6 months.
19. All rent checks are to be paid to the unit owner directly.
20. Entering and exiting of units must be through authorized doors. Entering or exiting through windows or from balconies is a violation.
21. The Fitness Room is available for residents' use. Please observe the posted rules.
22. The cost to purchase or replace a laundry card is \$25. The laundry card can be obtained from Ramone, the Superintendent.
23. New residents must do a meet and greet prior to or upon moving into the building. The meet and greet will be done with Pat Ippolito, a Board member, who will contact you regarding arranging this meeting.

SCHEDULE OF FINES & FEES

FEES

Duplicate Key	\$ 50.00
Key Fob	\$ 75.00
Move-In Fee	\$250.00
Unauthorized Move-Ins (after hours or on weekends)	\$350.00

OFFENSE

FINE

Unauthorized moves	\$250.00
Failure to supply lease prior to commencement of rental	\$250.00
No lease on file	\$50 / day
Failure to meet with Tenant Committee	\$250.00

Failure to supply key to apartment	\$50 / day
Unregistered Vehicle	\$50/ day
Unauthorized dumping	\$250.00 plus cost of disposal
Improper use of Trash Chute Room	\$150.00
Grilling on Balcony	\$250.00
Storage or other non-permitted use of Balcony	\$150.00
Unauthorized Dog in building	\$50/day
Too many occupants	\$50/day
Entering or exiting thru windows or balconies	\$500 1 st offense, \$1,000 repeat offense
Late Fee (Payment after 20th of Month)	\$100/month

All violations, except where otherwise noted, will be fined at \$100.00 per occurrence or \$50.00 per day until the violation is corrected. This includes all building rules and moving rules.

NOTE:

It is the unit owner's responsibility to deal with the tenant on any violation. All unit owners will be given an opportunity for notice and hearing before any fine is levied to an account.

It is the unit owner's responsibility to notify the management when a violation has been corrected. The Board reserves the right to levy additional fines as necessary.

All fines will be treated as additional common charges for legal purposes.

SERVICE & EMOTIONAL SUPPORT ANIMAL APPLICATION

Applicant Name: _____ Unit #: _____

Phone: _____ Animal's Name: _____

Type/ Breed: _____ Approximate Weight: _____

Are all Vaccinations current? Y / N (We need a copy of the certificate from your Vet)

Describe any history of citations or complaints regarding this Animal including any vicious behavior:

OWNER / NON-OWNER OCCUPANT ACKNOWLEDGMENT

This form must be approved in writing by the Board of Directors and be accompanied by all requested information and fees to be effective.

By executing this document you acknowledge and agree to the following –

- The facts stated in this Application are accurate to the best of your knowledge.
- A qualified health care professional has concluded that the applicant has a qualifying disability and that the service/therapy Animal alleviates the disability (copy of the doctors finds are attached).
- You will be permitted to keep only the listed Animal.
- You cannot replace or obtain a new Animal without first re-qualifying.
- You have read and will adhere to the Association Rules Regarding Service Animals.
- You understand that failing to do so may result in fines or revocation of the privilege to keep your Animal on Association property.

Signature of Animal Owner: _____

Date:

Signature of Unit Owner: _____

Date: _____

Received by Plaza Mgmt: _____

Date: _____

Approved by Board of Directors: _____

Date: _____

Please return this form and all items to: Plaza Management, 1010 Hope St, 2nd Floor, Stamford, CT 06907 Make your check payable to 700 Summer Street Association, Inc.

RULES GOVERNING SERVICE & EMOTIONAL SUPPORT ANIMALS

(Effective November 1, 2016)

In the current Declaration of Condominium of the Association, there is the following section regarding Animals –

Article X, Section E - No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements except that not more than One (1) cat per Unit may be kept provided that it is not kept, bred or maintained for any commercial purposes, and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon Five (5) days written notice from the Board of Directors after a Notice & Hearing. Notwithstanding that such pet is allowed as above, no pets shall be allowed to roam, with or without a leash, on the Common Elements for any reason whatsoever, including but not limited to defecation. This policy continues without change.

In recognition that Federal laws require that we make reasonable accommodations for disabled individuals, service/companion/therapy Animals are allowed within Common Elements as follows:

- An Annual application must be made to the Board of Directors.
- The request must include sufficient and appropriate documentation from a qualified health care professional that the person has a qualifying disability and that the service/companion/therapy animal alleviates the disability.
- The Board will review the request and advise of its decision in writing.
- All of the Rules & Regulation regarding service/companion./therapy animals must be strictly adhered to.

Definitions:

- **Service dog** is a dog that is individually trained to perform tasks for a person with a physical disability, such as guiding a person who is blind, alerting a person who is deaf, pulling wheelchairs, providing stability while a person is walking, or alerting and protecting a person who is having a seizure. Service dogs are working dogs, not Pets.
- **Companion dog** is a dog that provides emotional support to a person with a psychiatric disability, such as depression or post-traumatic stress disorder. As with service dogs, companion dogs are generally thought of as being assistive aids and not Pets.
- **Therapy dog** is a dog that is owned by a therapist who uses the dog as a component of therapy for a person with a disability. A therapy dog would typically be brought into a residence from outside by a homeowner's therapist. If a therapist keeps a therapy dog at his/her residence, or use the therapy dog for patients at his/her residence, that action would be a commercial use which is prohibited under the association's governing documents.

Insurance Requirements:

A minimum of \$1 Million Liability Insurance is required from the Owner and Tenant as follows -

- Owners: HO6 Policy or HO6 + Umbrella equal to \$1M Liability Coverage
- Renters: Rental Property Insurance by Owner with \$1Million Liability Coverage and renters insurance by Tenant showing \$1Million Liability Coverage specifically not excluding Animals.

Policy must be issued for the benefit of 700 Summer Street Association, Inc. w/ Plaza Management as additional insured.

Evidence of above must be provided with the Annual Service & Emotional Support Animal Application.

Rules:

1. No service Animals shall be permitted by Unit Owners on the Condominium Property, except as approved by the Board of Directors in writing, which approval is subject to the Board's sole and absolute discretion.
2. No Owner or resident of a Condominium Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the Building or on the Condominium Property, whether made by himself, his or her family, friends, guests, Animals or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other residents.
3. All permitted animals must be contained in the Owner's Condominium Unit and shall not be permitted to roam free.
4. All permitted animals must be leashed at all times when not located in the Condominium Unit and may be walked only OFF the Property.
5. Condo Unit Owners and their tenants, if any are fully responsible for any damages to Common Elements caused by their own Animals, and also by animals owned by their guests and tenants.
6. No foul or unpleasant odors may be emitted from the unit where the animal is kept.
7. Animals are only allowed in the Common Areas for the purpose of entering or leaving the Unit and / or Condominium property.
8. Animal owners should courteously request consent from all the occupants before bringing an animal into an occupied elevator.
9. Animals and the units in which they reside must be kept free of fleas.
10. Animals must be confined to the animal owner's unit and must not be allowed to roam free or to be tethered.
11. Animals must not be left unattended outside of the unit. Animals are prohibited from being on patios or balconies when the condo unit is unattended.
12. All dogs must be leashed, carried, or in a secure carrier when outside their condo unit.
13. No animal shall be allowed to become a nuisance or create any unreasonable disturbance including:
 - a. Animals that make disturbing noises as determined by the Board of Directors.
 - b. Animals within Common Elements that are not leashed or not otherwise under the complete physical control of a responsible human companion (crated or in a secure carrier).
 - c. Animals that relieve themselves on walls or floors within the Common Elements.
 - d. Animals who exhibit aggressive or potentially dangerous behavior.
 - e. Animals that are conspicuously unclean or parasite infested.
14. Specifically as to cats and dogs:
 - a. All cats and dogs must be well groomed and receive proper veterinary care, including all appropriate vaccinations. Owners must provide veterinarian certification of vaccinations to the Board when requested.
 - b. Cat litter may not be disposed of in toilets.
 - c. Cats and dogs must be walked off of the property.

- d. Owners must immediately clean up after their animals.
- e. Cat or dog waste cannot be deposited in the trash chutes.

15. The rules for Animals will be strictly enforced by Plaza Management and the Board.

- a. Any owner or Plaza Management representative observing an infraction of these rules may discuss the infraction in a neighborly fashion with the Animal owner in effort to secure voluntary compliance.
- b. If the complaint is not satisfied voluntarily, it should be put in writing, signed and presented to Plaza Management. The animal owner will receive written notice of the violation.
- c. The Board of Directors, at its discretion, may utilize all rights and remedies provided by law and the Condominium documents including, without limitation, the right to sue for damages, the right to injunctive relief, the right to charge a fine up to \$250 per day for continuing violations and the right to require permanent removal of the Animal from the premises after Notice and Hearing.

COLLECTION AND FORECLOSURE POLICY OF 700 SUMMER STREET

WHEREAS, the Board desires to establish a policy governing collection of all amounts due and owing to the Association in accordance with the provisions of C.G.S. Section 47-258(m) and all Unit Owners of the Association expressly agree to the following policy; and

WHEREAS, the Board distributed the policy to Unit Owners for Notice and Comment on January 24, 2017; and

WHEREFORE, at its February 7, 2017 Board of Directors meeting, the Board adopted the following Collection Policy to be effective as of February 10, 2017; and

WHEREAS, the Board of Directors distributed the adopted policy to all Unit Owners on February 8 2017, and notified them of its effective date.

1. COLLECTION AND FORECLOSURE POLICY

Common expense assessments shall be due on the first day of each month.

If payment is not received by the tenth (10th) day of the month, the Unit Owner shall receive a notice of Delinquency, which will state that the account may be turned over to legal counsel for collection if not paid in full.

The Unit Owner will be assessed late fees of \$100, collection costs, attorney's fees, and interest.

If the delinquency is not paid by the last day of the month, the Unit Owner will receive a second Notice stating that the account will be turned over to legal counsel for collection when the amount due and owing equals two months of common charges. Failure to receive all notices will NOT invalidate collection efforts.

A Late Fee will be assessed to the Unit Owner's account for each month a delinquency exists on a Unit Owner's account regardless of the basis of the delinquency or the amount of the delinquency.

A delinquency exists if there is a balance due and owing on the account as of the eleventh (11th) day of the month. If the delinquency is not paid in full by the last day of the month, then every month thereafter the late fee is assessed on the first day of the month if the account is not paid in full.

Any account, which remains delinquent for 60 days, will be referred to the Association's legal counsel for formal collection action without any additional notice from the Association.

Legal counsel will send a demand letter requiring payment of the delinquency, including all costs of collection and legal fees, within thirty days. If full payment is not made within thirty days, legal counsel shall order a title search and send a second demand letter giving the owner and all mortgagees of record sixty days to pay the full amount of the delinquency.

If full payment is not made by the payment deadline, then legal counsel will commence foreclosure provided the account is delinquent in an amount equal to two months of common expense assessments at that time. All costs incurred prior to or during the foreclosure action, including attorney's fees, shall be the responsibility of the Unit Owner. Costs include, without limitation, title search fee, service fee, recording fee, appraisal, copies, postage, release fee, and filing fee.

The Unit Owner grants permission to the Association to notify all mortgagees of record of the amount of the delinquency and provide any information requested by the mortgagee concerning the delinquency.

All attorney's fees and collection costs including, without limitation, returned check and bank charges, costs incurred in collecting, or in attempting to collect, any delinquency owed to the Association, whether or not litigation commences, shall be treated as common expense assessments against the Unit and shall be the Unit Owner's sole responsibility.

If the Association incurs a fee from the management company because the delinquent account is

referred to legal counsel for collection, that fee shall be assessed to the Unit Owner's account and shall be paid by the Unit Owner. Payments received when an account is delinquent shall be applied as follows:

- First – All collection costs, including but not limited to attorney fees, and expenses incurred in the collection of any delinquency;
- Second – Fines or late charges;
- Third – Any other charges;
- Fourth – Temporary increase in common charges and special assessments;
- Fifth - Interest;
- Sixth - The oldest monthly common expense balance due.

When a Unit Owner has been referred to legal counsel for collection of a delinquent account:

- All communications with, and payments by, the Unit Owner shall be made to legal counsel.
- Payments shall be made payable to legal counsel as trustee. Any payment made directly to the Association will be forwarded to legal counsel without being deposited.
- All requests for a payment plan shall be submitted to legal counsel in writing. The Board will NOT consider any verbal payment plan requests.
- If the Board approves a payment plan, all legal fees and costs incurred during the pendency of the plan remain the sole responsibility of the Unit Owner.
- No resale certificate shall be issued when a Unit Owner is in collection until the balance of the delinquency, including outstanding legal costs and fees, has been verified with legal counsel.
- The Board, after Notice and Hearing, has the right to suspend any right or privilege of a Unit Owner and/or the Unit Owner's invitees, tenants, family, agents, tenants or occupants of Unit Owner's Unit who fails to pay an assessment pursuant to C.G.S. Section 47-244(a) (19).

This policy is in addition to all rights the Association has under the laws of the State of Connecticut, the Declaration, Bylaws, and Rules and Regulations of the Association.

This policy shall be effective as of the 1st day of February, 2017.

Secretary
Board of Directors

Policy Advisory Letter for All Unit Owners

Dear Unit Owner:

The Board of Directors of 700 Summer St Condominium would like to inform all unit owners of certain changes to the law which will affect the Association's procedures for the collection of delinquent common charges, special assessments, late fees, moving fees, fines and other charges. The law went into effect on October 1, 2013.

In addition to the collection letter sent by the Association and/or its attorney, the new law requires a copy of the letter to be sent to the holder of any mortgage on the unit. In addition, the new law requires a letter containing certain specific information to be sent to the mortgage holders not less than 60 days prior to the Association's commencing a lawsuit to foreclose for the past due charges. The Association may choose to combine these two letters into one. In order to discover the names and addresses of the mortgage holders, it will be necessary for the Association to order a title search of the unit.

What will this mean to the unit owners?

First and foremost, it will mean that the cost to the Association, and thus ultimately to the delinquent unit owner will increase substantially. What was formerly a fairly simple procedure could now be costly and result in a lawsuit.

The reason for this letter is that the Board of Directors hopes to avoid any surprises to unit owners regarding the increased costs associated with these new collection procedures.

Secondly, the Board of Directors will be adopting a new Collections Policy to implement the changes in procedure necessitated by the new law. **A copy of the policy is included with this letter.**

This letter is not meant as legal advice to you. If you have any questions regarding this new law, you are advised to speak with your own attorney to discuss how the new law might directly affect you and your unit.

Sincerely,

700 Summer St Condominium Board of Directors

Cc: Sarah Bernardo – Managing Agent, Plaza Realty & Management
Rebecca Pacheco – Office Manager, Plaza Realty & Management
William Ward – Association Attorney

Delinquency Notice to Unit Owner

Date

Unit Owner's Name

Address

City, State Zip

Re: Arrears Unit #__ - 700 Summer St Condominium

Dear Ms. /Mr. _____:

As 700 Summer St Condominium has not received your **(list all that apply) common charge of \$.00, special assessment of \$.00, late fee of \$.00, moving fee of \$.00, and/or outstanding fines of \$.00** for **(list) month, year**, as of **enter date**, unless this amount plus the **(list upcoming month/year)** common charges of **\$.00** and all outstanding balances is paid to the Association by **(enter date)**, the Association will turn this matter over to our attorney, **Attorney's name** for collection.

All costs for legal expenses and attorney's fees will be added to your account as additional charges as stated in the Association's Declaration and By-laws.

Per the **(list date)** notification letter sent to all unit owners, Connecticut law now requires associations to send notice to the holders of any security interest on a unit at the same time they send the final demand to the unit owner. This final demand is sent by our attorneys, who now must order and review a title search and if the title search indicates that there are mortgages or other security interests on the unit, they will prepare a notice to the mortgage holder(s) and security interests at the same time they send a demand letter to the unit owner.

Fees for the title search, recording fee, appraisal, cost for copies of recorded documents, any administrative costs incurred, and the attorney's fees for reviewing the title and preparing the demand letter and the notices will be passed on to the unit owner. You are responsible to the Association for these fees and costs in addition to the common charges and other fees you owe, pursuant to Connecticut law and the provisions of your condominium documents. If you do not make arrangements to bring your account current now, these fees and costs will be included in the demand letter you receive from our attorneys.

Should you have any questions, please feel free to contact me at karen@plazarealtymgmt.com or 203-359-4611 ext 326.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

Sarah Bernardo
Managing Agent

Cc: Board of Directors

Updated: February 8, 2017