

## STONINGTON TOWNHOME ASSOCIATION

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### **Notice of Intent to Lease:** Leasing Permit Application

In accordance with Section 8.1, **General**. In order to protect the equity of the individual members, to carry out the purpose for which the Association was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes and by preventing the community from assuming the character of a renter-occupied neighborhood, leasing of Units shall be governed by the restrictions imposed by this Article. No Owner may lease his or her Unit unless the Owner has received either a **leasing permit** or a **hardship leasing permit**, in writing, from the Board of Directors. A leasing permit will allow an Owner to lease his or her Unit in accordance with the terms and conditions set forth in this section and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in the Declaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasing permits shall only be valid as to a specific Owner and Unit and shall not be transferrable between Units or subsequent Owners.

Further as in Section 8.2, **Leasing Permits**. as contained in the Association's Covenants/By-Laws, "Any Owner desiring to lease their Unit shall submit a written request to the Board regarding the same. The Board of Directors shall automatically approve an Owner's application for a "leasing permit" and shall issue the same if less than twenty-five (25%) or Eight (8) total of the Units in the Community are leased. If twenty-five percent (25%) of the Units in the Community are leased, no additional leasing permits shall be issued, except for hardship leasing permits (*See Covenants Section 8.3 Hardship Leasing Permits*). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued a leasing permit.

**Leasing permits** are automatically revoked upon: (a) the sale or transfer of a Unit to a third party(excluding sales or transfers to an Owner's spouse); (b) the failure of an Owner to lease his or her Unit within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (c) the occupancy of the Unit by the Owner.

### **THEREFORE:** Pursuant to Section 8.4, **Leasing Provisions:**

- (a) **Notice**. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board of Directors with the following information: (i) a copy of the fully executed lease agreement; (ii) the name of the lessee and all other people occupying the Unit; (iii) the phone number of the lessee; (iv) the Owner's address and telephone number other than at the Unit; and (v) other such information as the Board may reasonably require.
- (b) **General**. Units may be leased only in their entirety; no rooms, basements or fractions or portions of a Unit maybe leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing or Units or assignments of leases unless approved in writing by the Board or Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines and the lease shall provide

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that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the Association’s rules and regulations and Architectural Guidelines.

**The Lease Agreement must contain the complete name(s) and contact information for each tenant and must include the following language:**

“We/I the tenant(s) agree to be subject to the terms and conditions of the Association’s governing documents, rules and regulations. We/I understand that failure to comply will result in applicable fine(s) to be levied due and payable in full to the Association within ten (10) days of such assessment. We/I also understand that repeated failure to comply with any aspect of said Association governing documents may result in termination of this lease.”

**Please Note:** Section 7.29 Transient Rentals. Notwithstanding anything herein to the contrary, under no circumstances shall a Unit be leased, rented or used for short-term transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, HomeAway, or such other similar rental services.

**For additional information please find your copy of the Declaration of Protective Covenants, Conditions and Restrictions and Easements for the Stonington Townhome Association. Please review this document to ensure compliance with all leasing requirements and provisions therein.**

Property Owner(s):	(Please Print)
Property Address:	
Off-Site Address:	
Email Address:	
Phone Number:	

The above Property Owner(s) agree to submit to the HOA Board a new ‘Notice of Intent to Lease’ for each occurrence of proposal to lease this or any other property owned by same in Community. Said ‘notice’ shall be subject to the prevailing rules and restrictions regarding rental property at the time of request.

Owner(s): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Signature

For Office Use: _____ Approved _____ Officer Signature _____ Disapproved (See attached support documentation)	<b>STONINGTON TOWNHOME ASSOCIATION</b>
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