

ISSUE #1

MARKUP #1 ->

**Section 1: [Article 11, Section (c)] Mandatory Six-Month Landlord Inspections of Occupied Units and Association Summary Process Eviction**

In the event of any rental, the Unit's Owner shall be totally responsible and liable to the Association for compliance by the tenant with the provisions of the Declaration, the By-Laws, and the Rules of the Association, and, in this regard, the Unit Owner shall make periodic inspections of the Unit (at not more than six (6) month intervals) to insure that the tenant is not in violation of any of the provisions of the Declaration, the By-Laws and any Rules of the Association. The Association will have the right and power to exercise the landlord's right of summary process against any tenant of a Unit Owner who violates the requirements of the condominium documents and the Association, provided that the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing.

**Section 2: [Article 11, Section (g)] Pass-Through of Unequal Sales or Service Taxes on Non-Owner-Occupied Units as Common Expenses**

In the event that any sales or service tax is imposed upon a Unit which is not owner-occupied or which is otherwise not imposed equally upon all Unit Owners, the landlord or other Unit Owner will pay such tax through the Association as an additional Common Expense assessment. The Association may require certificates of status from Unit Owners in order to enforce and determine applicability of such impositions.

**Section 3: [Article 11, Section (h)] Daily \$25 Violation Fines Treated as Common Expenses Without Mandatory Notice and Hearing**

The Association shall further have the right to levy fines for violations of these restrictions and the Rules, provided that the fine for a single violation may not, under any circumstances, exceed \$25.00. For each day that a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Association in the same manner as it is entitled to enforce collection of Common Expenses.

MARKUP #1 · SUBJECTIVE OR OVERBROAD WORDING

BOARD & COUNSEL REVIEW

**Sec. Article 11, Section (c) (p. 1): Compels landlords to enter and inspect occupied tenant units every 6 months to police rule compliance and grants the Association power to prosecute summary process evictions without providing Notice and Hearing to the tenant.**

**Statutory / Legal Reference:** Conn. Gen. Stat. § 47a-16 & § 47a-23 et seq. (Connecticut Landlord and Tenant Act)  
**Statutory Comparison:** Under Conn. Gen. Stat. § 47a-16(c), a landlord may not abuse the right of entry or use it to harass a tenant, and under Conn. Gen. Stat. § 47-244(d) and § 47-278(c), before an association takes direct enforcement action against a tenant, it must give notice and an opportunity to be heard to both the tenant and the unit owner - not solely the landlord.

**CURRENT WORDING IN DOCUMENT:**  
[Article 11, Section (c)] Mandatory Six-Month Landlord Inspections of Occupied Units and Association Summary Process Eviction - In the event of any rental, the Unit's Owner shall be totally responsible and liable to the Association for compliance by the tenant with the provisions of the Declaration, the By-Laws, and the Rules of the Association, and, in this regard, the Unit Owner shall make periodic inspections of the Unit (at not more than six (6) month intervals) to insure that the tenant is not in violation of any of the provision

**SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):**  
**Amend Section Article 11, Section (c) ([Article 11, Section (c)] Mandatory Six-Month Landlord Inspections of Occupied Units and Association Summary Process Eviction - In the event of any rental, the Unit's Owner shall be totally responsible and liable to the Association for compliance by the tenant with the provisions of the Declaration, the By-Laws, and the Rules of the Association, and, in this regard, the Unit Owner shall make periodic inspections of the Unit (at not more than six (6) month intervals) to insure that the tenant is not in violation of any of the provisions of the Declaration, the By-Laws and any Rules of the Association. The Association will have the right and power to exercise the landlord's right of summary process against any tenant of a Unit Owner who violates the requirements of the condominium documents and the Association, provided that the landlord has received Notice and Hearing, and is given a reasonable opportunity to cure the violation following the hearing.) to conform with Conn. Gen. Stat. § 47a-16 & § 47a-23 et seq. (Connecticut Landlord and Tenant Act) and the manual attorney audit recommendations for Camelot Court Condominiums Association, Inc..**