

**Far View Commons Condominium Association, Inc.**  
**Rules and Regulations**

***Effective: February 8, 2016***

**Introduction**

These Rules & Regulations have been adopted by the Board of Directors to provide current (and potential) owners and residents of Far View Commons a set of common sense guidelines for harmonious living in our common interest community. Our goal is to maintain our community as a first-class Association.

**Each buyer of property within Far View is bound by the governing documents of the Association that include the Declarations, By-Laws, Maintenance Standards and Rules & Regulations.** Homeowners who are opposed to particular rules or regulations are asked to keep the following points in mind:

Living in an Association requires adherence to the governing documents due to the necessity for architectural conformity, a harmonious living environment and the demands of the Declaration and By-Laws, which exist for the benefit of our community and to help to maintain our property values.

Effective Rules & Regulations require the cooperation of all residents of the Association. The best approach to resolving differences with your neighbors is to talk to them directly. However, should this not resolve the problem, an official complaint can be filed with the Board of Directors through our website ([www.farviewcommons.org](http://www.farviewcommons.org)) or by letter. Each resident's cooperation and participation is encouraged. Remember this is your Association and these are your rules.

***Sections of the Rules and Regulations to be particularly aware of:***

◆ **Occupancy Restrictions** (Section 2 & Declarations)

- ***Units are limited to occupancy by single families, to two (2) bedrooms and to no more than two (2) persons per bedroom. Basement bedrooms are not allowed.***
- ***No commercial use is allowed.***

◆ **Transfer of Ownership** (Section 15)

- ***Responsibilities, the Resale Certificate, and the Resale Package and Certification.***

◆ **Architectural Restrictions** (Section 14.1)

- ***All unit owners must submit a written request for any deviation of the exterior of their unit, modification of their Exclusive Use areas, or changes to Common Areas.***
- ***All exterior work must be approved by and contracted through the Association.***

◆ **Number of Vehicles** (Section 8.5) - ***Limited to no more than three (3) motor vehicles.***

◆ **Pets** (Section 5.1)

- ***Unit owners are limited to one (1) pet (dog or cat), no exceptions.***
- ***Residents are required to clean up after their pets. (Section 5.2)***

◆ **Satellite Dishes** (Section 11.2) - ***Location, requirements and restrictions.***

◆ **Cleanliness** - (Section 2.5) - ***Responsibilities.***

◆ **Leasing of a Unit** (Section 2.6) - ***Requirements.***

◆ **Use of Common Areas** (Section 3) - ***Addresses key restrictions on common area use.***

◆ **Collections & Foreclosure** (Section 12)

## **RULES & REGULATIONS**

### **Section 1- Application**

**Section 1.1.** To the extent that the provisions of applicable law (federal, state or local), the Declaration, By-Laws, Maintenance Standards or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws, the Maintenance Standards and the Rules & Regulations, in that order.

**Section 1.2.** These Rules & Regulations are binding on all Unit Owners, Residents, their Families and Guests. The Unit Owner is responsible for communicating the Rules & Regulations to all occupants and their guests and the Owner will be liable for fines incurred and/or damages caused by themselves, their occupants and guests.

### **Section 2- Use and Maintenance of Units (Refer to Maintenance Standards for detail.)**

**Section 2.1- Occupancy Restrictions.** Units are **limited to occupancy by single families, to two (2) bedrooms and to no more than two (2) persons per bedroom. Basement bedrooms are not allowed.** Garages are limited to the storage of vehicles and accessory storage.

**Section 2.2 - No Commercial Use.** No industry, business, trade, religious, educational or commercial activities, other than home professional pursuits without employees, public visits, or commercial deliveries will be conducted, maintained, or permitted on any part of the common interest community. No home day care services are allowed. No signs **of any kind** will be maintained or permitted on any part of the common interest community or showing from any unit.

**Section 2.3- Decorative Displays at Units.** Unit owners will not cause or permit anything other than curtains and conventional draperies, or holiday decorations to be hung, displayed, or exposed at or on the outside of windows or outside the unit. Holiday lights and decorations may be displayed from November 15<sup>th</sup> through January 31<sup>st</sup> but may not be illuminated after January 15<sup>th</sup>. The take down date may be extended at the sole discretion of the Board of Directors in response to weather conditions. Lights and decorations for other holidays may be displayed from 2 weeks prior to the holiday and one week after.

**Section 2.4- Painting Exteriors.** Owners will not paint, stain or otherwise change the color of any exterior portion of any building without the prior consent of the Executive Board.

**Section 2.5- Cleanliness.** Each unit owner will keep his unit in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors, or conditions constituting a danger or nuisance to the common elements of the other units.

**Section 2.6- Leasing and Rentals.** Renting or leasing is defined as regular occupancy of a Unit by any person or persons other than the Owner. Units may be leased only in their entirety. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for a term of no less than 180 days, and thereafter for a minimum of one year. Every lease shall contain the following provision: "THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION, BY-LAWS, AND RULES & REGULATIONS OF FAR VIEW COMMONS CONDOMINIUM ASSOCIATION. The Unit Owner shall give a copy of any lease, together with such additional information as may be required, to the Board within 7 business days of execution of the lease.

All Unit Owners who do not reside in a unit owned by them shall provide the Board with their permanent residence address and phone numbers where they can be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a Unit Owner who fails to provide such information shall be assessed to the unit owner. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting there from.

**Section 2.7- Notification.** The Owner must provide the tenant(s) a copy of the Rules and Regulations prior to occupancy or upon signing a lease, whichever comes first. When the Board, in its discretion, determines that a series of violations warrant termination of the lease, the Board may take whatever legal action necessary to terminate the lease, at the cost of the Unit Owner.

**Section 2.8. Documentation.** All non-resident Unit Owners (who do not reside in the Unit) shall provide the Board with their permanent residence address and emergency phone numbers. Any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive all Association notices.

**Section 2.9- Decks.** Decks are a Limited Common Element as described in the Declaration. No deck shall be altered or expanded without the prior written permission of the Board. A standard size deck is 8 ft deep by 16 ft wide without gate or steps. Unit Owners are responsible for all additional costs (construction, materials, etc, and for any addition or alteration (including, but not limited to gates or steps) to the standard deck. No pools (including kiddie), hot tubs, or gymnastic equipment are allowed on any portion of the deck without prior written approval of the Board. Unit Owners assume all responsibilities (insurance, maintenance, replacement or damage caused to any Association property) arising from the presence of such items.

**Section 2.10- Miscellaneous.** No clothes, sheets, blankets, laundry or other articles will hang out of a building or placed on the outside walls or doors of a building or on trees or shrubs. No clotheslines are permitted.

**Section 2.11- Filters & screens.** All clothes dryers will have properly functional lint filters. All stove hoods will have grease screens installed. All such filters and screens will kept clean and in good working order by the Unit Owner. If either are not functioning properly and fire damage results, the liability falls on the unit owner for subsequent damages to the Far View complex.

**Section 2.12- Chimneys.** All chimneys must be inspected on a yearly basis. If fire damage results, the liability falls on the unit owner for subsequent damages to the Far View complex.

### **Section 3- Use of Common Areas**

**Section 3.1- Storage & Obstruction.** There shall be no obstruction of the Common Elements, nor will anything be stored outside of the Units (toys, furniture, bicycles, etc.) except as hereinafter expressly provided. The front and side exterior of Units may not be used for storage. Ladders, tools & supplies, garbage cans, etc., must be stored within the Unit and/or garage. Normal patio/ deck items such as lawn furniture and grills are allowed. Firewood on wooden decks shall be stacked on raised racks or timbers no closer than six inches from any wall of the building to provide for air circulation. Rotten or insect infested wood will be removed immediately upon discovery.

**Section 3.2- Hazardous material.** No hazardous materials shall be kept in or near any Unit, garage, or deck, including but not limited to flammable fluids or materials, other than those for normal household maintenance.

**Section 3.3- Proper Use.** Common Elements will be used only for the purposes for which they are designed. No person will commit waste on the common elements or interfere with their proper use by others, or commit any vandalism, boisterous, or improper behavior on the common elements which interferes with or limit's the enjoyment of the common elements by others. No organized ball playing or other sports activities, e.g., baseball, football, soccer, etc., shall be permitted on the lawns or Common Elements.

**Section 3.4- Additions and alterations to Common Areas.** No alterations, additions, or improvements may be made to the Common Elements and or Exclusive Use area without prior written consent of the Board.

**Section 3.5- Weapons.** No firearms, BB guns, pellet guns, bows and arrows, slingshots or any other devices or substances which may be harmful to people or pets shall be fired, thrown, or otherwise propelled in any Unit or Common Area of the Association.

**Section 3.6- Landscaping.** Plantings by Unit Owners or Residents in the Common Areas must be properly maintained by that Unit Owner, or Resident, to the reasonable satisfaction of the Board.

#### **Section 4- Actions of Owners and Residents**

**Section 4.1- Noise.** It shall be unlawful for any person within the Association to make or cause to be made or continued, any loud, unnecessary or unusual noise that annoys, disturbs, injures or endangers the comfort or convenience, health, peace or safety of others.

**Section 4.2- Nuisance.** No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that disturbs the peace, quiet, safety, or comfort of other Units .

**Section 4.3- Compliance with Law.** No immoral, improper, offensive, or unlawful activities shall be conducted within the Common Interest Community. Unit Owners will comply with and conform to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances of the Town of Southbury.

#### **Section 5- Pets.**

**Section 5.1- Limitations.** Unit owners are **limited to one (1) pet (dog or cat), no exceptions.** No animals, birds, or reptiles of any kind shall be raised, bred, or kept on any portion of the properties.

Given that the above limitation was a June 19, 2006 clarification of the regulations, unit owners with two (2) pets (the previously enforced limitation) as of that date will be exempted from the one (1) pet limitation. However, once a pet passes away, the Unit owner will not be able to replace that pet.

Seeing-eye dogs will be permitted for those holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as medical aids or therapy pets to disabled persons with a current physicians certificate of need and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

**Section 5.2- Registration, Responsibility and Removal.** Dogs are required by the Town of Southbury to be registered. The license tag is to be displayed or attached to the dog at all times. Residents are required to clean up after their pets. If the owner fails to honor such request, the Board may remove the pet.

Pets which roam free, or in the judgment or sole discretion of the Association, which endanger the health and/or safety, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other units or the owner of any portion of the properties shall be removed upon request of the Board after notice and a hearing. The owner will compensate any person hurt or bitten by any pet, and will hold the Association harmless from any claim resulting from any action whatsoever of their pet.

#### **Section 6- Insurance**

**Section 6.1- Increase in Rating.** Nothing will be done or kept that will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Executive Board. No unit owner will permit anything to be done or kept in the common interest community which will result in the cancellation of insurance coverage on any of the buildings.

**Section 6.2- Rules of Insurance.** Unit owners and occupants will comply with the rules and regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the property.

**Section 6.3- Reports of Damage.** Any person having knowledge of damages by fire or accident to buildings or persons must promptly report such incidents to the Board or Management.

**Section 6.4- Insurance Claims.** In the event that an insurance claim is filed against the Association's master insurance policy and it is found that the claim resulted from the negligence or fault of a Unit Owner, tenants or guests, such Unit Owner(s) will be responsible for any and all costs the Association incurs.

## **Section 7- Rubbish**

**Section 7.1- Trash Containers.** All trash shall only be stored in covered garbage cans in the garage. Trash can be put out on the day of collection by 6 am and Containers are to be removed by 8:00 pm.

**Section 7.2- Trash Pickup.** Trash containers and recyclables will be picked up from outside area around the garage entrances.

**Section 7.3- Recycling.** All items designated as recyclable by the State of CT and the Town of Southbury must be separated out of normal refuse.

## **Section 8- Motor Vehicles and Parking (Refer to Section 10.8 of Declarations for all restrictions.)**

**Section 8.1- Speed Limit.** The speed limit on the entrance road and driveways is fifteen (15) miles per hour.

**Section 8.2- Limitations on Use.** Parking areas will be used for no other purpose than to park passenger motor vehicles. No **motorized** vehicle of any kind shall be allowed to operate on the lawns, sidewalks, or other open portions of the grounds. Unlicensed drivers are prohibited in all common areas. Unregistered vehicles are prohibited. Construction or maintenance equipment used for repair or maintenance of the common interest community by the Association is excluded from these limitations.

**Section 8.3- Snowmobiles, Off-Road, and Unlicensed or Immobile Vehicles.** Snowmobiles, off-road vehicles including trail bikes, and other four wheel drive vehicles, not used in maintenance, are prohibited, except where the licensed and equipped for passage on public highways, and actually used by the licensed drivers on the paved portions of the property. Except for other motor assisted bicycles and wheelchairs as permitted by state law, all highway vehicles used or parked on the property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for the temporary repairs not involving immobility in excess of 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of the garages on the premises. No vehicles, other than maintenance vehicles, may travel on the property except on the paved roadways and parking areas.

**Section 8.4- No parking areas.** Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, sidewalks, pedestrian, designated fire lanes, or a clear two-lane passage by vehicles on roads. Costs of towing and enforcement shall be collected as a common expense assessment on the Unit Owner.

**Section 8.5- Number of Vehicles & Parking.** Each Unit is limited to **no more than three (3)** motor vehicles on the property. Storage of any vehicle in Common Areas is strictly prohibited.

**Section 8.6-** The Association assumes no responsibility or liability for the loss or damage to any vehicle while parked within the common interest community.

## **Section 9- Recreation Area**

**Section 9.1- Surface Protection.** Players must wear smooth tennis shoes on the courts. The playing surface will not be mistreated and hard objects will not be placed, thrown, or struck on the court.

**Section 9.2- Court Use.** Pets, food, beverages, breakable containers, trash, or debris are not permitted on the courts.

**Section 9.3- Use of Facilities.** Active and passive recreational facilities are limited to the use of Unit Owners, their tenants, and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

**Section 9.4- Children.** Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations and damage caused by their children whether or not the parents are present.

**Section 9.5- Ejection for Violation.** In the event of violation of these regulations, Unit Owners, guests and tenants may be ejected from the recreation area and suspended from using such facility until a hearing concerning such violation is held.

## **Section 10- Solar Panels**

**Section 10.1** The interior water heater/solar unit and the exterior solar panel and plumbing are the responsibility of the Unit Owner. All maintenance and repairs required by the system are to be paid by the Unit Owner.

**Section 10.2** When a new roof is put on, (at the Associations expense), the cost to remove the exterior solar panel will be paid by the Association. The Unit Owner will be contacted in advance of the panel being removed so that the interior system may be drained and disconnected (leaving the system operating as an electric hot water heater). If the Unit Owner wishes to have the system reconnected, it will be reconnected by the Association contractor at the expense of the Unit Owner.

**Note: The reason reconnection is at the expense of the Unit Owner is that several Owners in the past did not feel it was cost effective to have the system reconnected. In some instances, panels were reattached to the roofs without the system being reconnected as to preserve the exterior appearance of the building. Any questions regarding this issue should be directed to the Board of Directors.**

## **Section 11- Satellite Dishes**

**Section 11.1** Per the Over-the-Air Reception Devices Rule (OTARD) of the FCC, satellite dish of one meter (39.37”) or less in diameter and designed to receive broadcast satellite service, may be installed on your Exclusive Use area. Exclusive Use areas at Far View Commons consist of the decks on the rear of the Unit. In no case may satellite dishes be installed on Common Area or Common Elements.

**Section 11.2** Satellite dishes must be located on the rear deck not higher than 7 ft above the deck floor. Only one dish per type of service per unit is allowed. Dishes must be painted to match the field color of the Unit.

**Note: If you are unable to obtain a clear signal from this location, please contact the Board. For complete details regarding this issue, go to [www.fcc.gov/mbfacts/otard.html](http://www.fcc.gov/mbfacts/otard.html)**

## **Section 12- Collections & Foreclosure (Refer to attached Foreclosure Policy for detail)**

**Section 12.1-** Common fees are due on the first (1st) day of the month in advance.

**Section 12.2.** Payments not received in full by the fifteenth (15th) of each month will be assessed a late fee of \$25.00. Late fees may also be assessed on fines and bill back charges for additional costs assessed to that unit. The bounced check fee is an additional \$25.00 per occurrence.

**Section 12.3.** Any Unit with a balance of more than forty-five (45) days will receive notice via certified mail stating the current balance of their account and payment before the account is sent to collection. The unit owner will be billed for the certified mailing cost.

**Section 12.4** If an account exceeds two months Common Charges (at 75 days), the account is sent to the Association’s attorney for collection action and possible foreclosure. The Unit Owner is responsible for all costs, including, but not limited to court costs and reasonable attorney’s fees.

**Section 12.5** Any outstanding fees that are paid by a unit owner will be applied to payment of the oldest outstanding balance first.

## **Section 13- Rules Enforcement**

**Section 13.1 Rule infractions** require written notification in order to be acted on by the Board of Directors. Exceptions include emergencies relating to safety hazards, reckless endangerment, fire, etc. In such cases, the Board will take direct action. The Board does not want to serve as a police department or referee between disputing homeowners, hence each resident's cooperation and participation is strongly encouraged.

**Section 13.2 Written Warnings & Violation Notices** are issued by the Executive Board, or by persons authorized by the Board to do so, to the party alleged to have committed the violation or to have allowed his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

The Association receives a written complaint which includes 1) the name, address and phone number of the complainant; 2) the unit owner's name and/or address where the alleged violating person resides; and 3) the specific details or description of the violation including date, time, and location where it was alleged to have occurred.

A Board Member issues a violation statement based on his or her own observations.

Written Warnings for the first two (2) offenses of a particular rule will be sent by U.S. postal service certified mail to the owner of record within 14 business days of the alleged reported violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 14 business days after receipt of the Written Warning. Violations involving the safety of the community and/or its property will require immediate compliance at the direction and discrimination of the Board.

If subsequent violation complaints (the third offense or more) are received in regards to the same rule within two (2) years of a previous complaint, or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service certified mail to the owner of record within 14 business days of the alleged violation or lack of compliance and a hearing will be held to determine the amount of fine to be imposed.

**Section 13.3 Hearings.** Provided the notice of violation recipient or the Board has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the notice recipient will have the opportunity to defend him or herself. All scheduled hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation must be present or the complaint will be dismissed and cannot be brought again by the complainant for the same violation for one year. The decision of the Board or its duly authorized committee shall be rendered in writing within seven (7) business days after the Hearing and such decision shall be binding upon all parties. The decision shall be sent to the rule violator by U.S. postal service certified mail.

### **Section 13.4 Penalties/Fines for Rules and Regulations Violations**

First Time Violation: Warning letter will be issued to unit owner (and copied to tenant as appropriate).

Second Violation: Will result in fines (of no less than \$25.00 each) as determined by the Association Board and a hearing may be scheduled as necessary with unit owner to discuss violation.

Third and Subsequent Violations: Will result in additional fines and/or legal action as appropriate.

Any costs incurred by the Association, which can be traced to a particular unit or units, will be passed back to those Unit owners by an assessment to their common charge account, subject to Notice and Hearing, as applicable.

## **Section 14- Architectural Guidelines**

**Section 14.1-** All unit owners must submit a written request for any deviation of the exterior of their unit, modification of their Exclusive Use areas, or changes to Common Areas. All such exterior work must be approved and contracted through the Association. No interior structural changes or alterations shall be made in any Unit, except as provided in the Declaration, without prior written permission of the Board of Directors.

## **Section 15- Transfer of Ownership**

**Section 15.1-** The selling Owner is responsible for providing a prospective buyer with copies of the Declaration, By-Laws, Maintenance Standards and Rules & Regulations, and updated financial information regarding the Unit and the Association. Sellers may download copies of some of these documents from the Association's website [www.farviewcommons.org](http://www.farviewcommons.org). A certified and signed copy of the Resale Certificate must be obtained from the Association in order to complete any real estate contract for sale of a Unit.

**Section 15.2-** The cost of a Resale Packages and Certification (in accordance with Connecticut state statutes) is \$125.00 plus cost of additional copies. Checks must be received before a Resale Package is prepared for a prospective Buyer. The Association and/or management have ten (10) working days to provide such Resale Packages. [Copy costs are 5 cents per page or \$5 for an electronic format.]

**Section 15.3** The Selling Owner must supply the Board of Directors with the names and addresses and telephone numbers of all prospective Owners, as well as other information to complete the transfer of title paperwork and update Association records.

## **Section 16 – General Information**

**Section 16.1- Soliciting.** Soliciting of Unit Owners or Residents or distribution of any written material is prohibited without the prior written consent of the Executive Board.

**Section 16.2- Consent in Writing.** Any consent or approval required by these rules must be submitted and approval obtained in writing from the Executive Board prior to undertaking the action to which it refers.

**Section 16.3- Complaint.** Any formal complaint regarding the management of the property or regarding actions of other Unit Owners will be made in writing to the Executive Board.

**Section 16.4- Compliance.** In the event of any violation of these Rules & Regulations or Architectural Guidelines, the Executive Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner.

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*The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the Declarations, By-Laws & Maintenance Standards and the will of the majority of residents. Requests for changes can be made in writing or in person directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith. Please remember that most of the requirements in the Rules & Regulations are simply restatements or clarifications of provisions in the Declarations, By-Laws & Maintenance Standards and therefore may not be changed without amending the governing documents.*



**RESOLUTION  
OF THE  
EXECUTIVE BOARD  
OF  
Far View Commons Condominium Association, Inc.  
  
ADOPTING A STANDARD FORECLOSURE POLICY**

*Adopted July 12, 2010*

**I. Statement of Facts**

- A. The Association must collect all sums due from the unit owners in a timely manner in order to provide for the proper operation of the community.
- B. The Association has authority under the Connecticut Common Interest Ownership Act to collect the sums owed to it and, if necessary, to foreclose on the delinquent units.
- C. The Association wishes to adopt a standard for commencing foreclosures.

**II. Statement of Authority**

- A. The documents of the Association and Subsection 47-244(a) of the Connecticut Common Interest Ownership Act gives the executive board the power to collect sums owed from unit owners.
- B. Section 47-258 of the Act permits the Association to bring foreclosure actions against units to collect unpaid common charges.
- C. Subsection 47-258(m) of the Act provides that an association may not commence an action to foreclose a lien on a unit unless: the unit owner at the time of the action is commenced, owes a sum equal to at least two months of common charges; the association has made demand for payment in the record; and the executive board has either voted to commence a foreclosure action specifically against that unit or has adopted a standard policy that provides for foreclosure against that unit.

**III. Resolution**

THEREFORE, it is hereby resolved:

- A. Prior to sending a delinquent account to its attorneys, the Association shall send the unit owner a written demand for the amounts owed.
- B. Once the Association sends the account to its attorneys, the attorneys are instructed to make written demand for payment.
- C. If, within 30 days, the unit owner does not bring his or her account, including applicable attorney's fees, current or agree to and follow a payment plan that will bring his or her account current in three (3) or fewer monthly payments, and the unit owner owes a sum equal to or greater than two months common charges, the attorney is authorized to commence a foreclosure with no further action by the Executive Board.