

Layton House Condominium
c/o Morley Property Management, Inc.
32 Hampton Road
Southampton, NY 11968
631-204-2242 fax 631-287-0081 juli@morleyagency.com

To: All Condominium Unit Owners

From: Layton House Board of Managers

Please be advised that any unit owner who proposes to lease their unit shall provide the following items to the Board of Managers for approval PRIOR to the tenant taking possession of the unit:

- 1) A fully executed "Lease of a Condominium Unit", along with the following forms which are included in this lease package:
 - ❖ "Affidavit of Receipt of House Rules & House Rules for Tenants" form.
 - ❖ "List of Occupants" form.
 - ❖ "Rental Information & Acknowledgment" form.
- 2) A check for \$1500.00 Refundable Security Deposit, Payable to Layton House Condominium (Issued from the owner), in accordance with the enclosed Rental Information and Acknowledgment form.
- 3) A check for a non-refundable Application Fee in the amount of \$500.00 payable to Layton House Condominium. (Issued from the owner).
- 4) A check, payable to Morley Property Management, Inc for a non-refundable Processing Fee, in the amount of \$200.00. (may be paid by either Owner or Tenant)
- 5) A completed W-9 Form ~~ included in package.

Please note: **Minimal term for a rental at Layton House is 90 days.**

No Group Rentals or Sub-leasing is permitted. Fines will be strictly imposed to owners' common charge accounts and security deposit will be withheld for any violation of the House Rules.

The Town of Southampton requires unit owners to obtain a Permit if renting your unit. Further information can be obtained by calling the Southampton Building and Zoning Department at 631-283-6000, Monday through Friday, 9 am until Noon.

If you have any questions relating to this Lease Package, please call Morley Property Management, Inc. at 631-204-2242

**The Layton House Condominium
RULES AND REGULATIONS
RELATING TO RENTING OF UNITS
(Effective October 15, 2008)**

I. Prerequisites for Approval

1. No unit may be rented except pursuant to a written lease agreement. All tenants must submit a Tenant Rental Form to the Board prior to renting. A \$1,200.00 fine will be given to violators of unauthorized rentals. Legal action will also be imposed to remove any unauthorized renter and any legal fees incurred will be the responsibility of the Unit owner. The term of the lease shall not be less than 90 days.
2. No lease shall be approved or permitted to continue in effect unless the unit owner is in compliance with all rules and regulations of the condominium, and is not in arrears in the payment of common charges and/or assessments.
3. All units shall be used by homeowners and lessees for residential purposes only and may not be used solely as rental or income producing property. A violation of this provision will subject the homeowner to revocation of his/her leasing privileges.
4. A copy of the duly executed lease must be submitted to the Board of Managers or its designated managing agent at least 15 days prior to the commencement of the term of the lease, together with a non-refundable processing fee of \$500.00 and photo identification of each lessee and occupant. There will be a penalty fee of \$200 for leases submitted less than 15 days prior to commencement of lease.
5. Units may not be leased to, nor occupied by more than 2 unrelated persons. The lease must include the names, addresses, telephone numbers and relationship of all lessees and persons who will occupy the unit during the term of the lease.
7. A security deposit of \$1500.00 must be submitted with the request for approval of lease, which deposit shall be held in an escrow account by the Board of Managers to insure compliance by the lessees with the rules and regulations of the condominium and reimbursement of any damages to the common elements caused by lessee or occupants of the unit during the term of the lease.
8. The lessees shall read the Rules and Regulations of the condominium and sign the Signature Form indicating they have read and will abide by the rules. The completed Signature Form should be returned with the lease. Tenants should keep a copy of the signed Rules and Regulations for easy referencing.

II. Conditions

1. Lessees and occupants of leased units shall comply with all local laws, ordinances and regulations.

2. Lessees and occupants of leased units shall not be permitted to maintain pets of any kind in the leased premises or common areas. Owners will be fined \$500.00 and legal action will be taken to remove tenant with all legal fees being the responsibility of the Unit owner.

3. The lease shall include a provision that the lessee and occupants shall comply with all rules and regulations of the condominium for use and occupancy of the units and a statement that the lessee and occupants have received a copy of the rules and regulations.

4. The unit owner shall be responsible for any acts or conduct of the lessees or occupants of the leased unit in violation of the rules and regulations of the condominium.

5. In the event that the unit owner, lessee or occupants fail to comply with the foregoing or other rules and regulations of the Condominium, the Board of Managers shall have the right to assess appropriate penalties and apply all or part of the security deposit for satisfaction of the same, and proceed with legal action, if necessary. The security deposit, less any offsets for penalties or damages incurred, shall be returned to the unit owner within 30 days after the termination of the lease.

**Board of Managers
The Layton House Condominium**

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LEASE PACKAGE

LIST OF OCCUPANTS

THIS INFORMATION IS TO BE SUBMITTED ALONG WITH A FULLY EXECUTED LEASE AND ALL CORRESPONDING FEES TO THE MANAGEMENT OFFICE FOR PROCESSING.

UNIT NUMBER _____

TERM OF LEASE _____
(NOT LESS THAN 90 DAYS)

NAME OF PROPOSED RESIDENTS

RELATIONSHIP TO LEASEHOLDER

RESIDENCY IS LIMITED TO SINGLE FAMILY OCCUPANCY OR OCCUPANCY BY NOT MORE THAN TWO UNRELATED ADULTS.

WE CERTIFY THAT THE ABOVE REPRESENTS A COMPLETE LIST OF PERSONS WHO WILL OCCUPY THE SUBJECT PROPERTY DURING THE TERM OF THIS LEASE.

UNIT OWNER SIGNATURE

PRINT NAME / DATE

LEASEHOLDER SIGNATURE

PRINT NAME / DATE

LAYTON HOUSE CONDOMINIUM
House Rules for Tenants

1. No loud music that is disturbing to the neighbors at any time, especially after 10:00 PM or before 8:00 AM, emitting from within the units or from Tenant's licensed cars or their guests.
2. No sunbathing or lounging in front, side or rear, or on any lawns of the Condominium.
3. No washing or repairing of motor vehicles anywhere on the premises. A fine of \$25 will be levied against the Unit Owner for each infraction.
4. Parking or storing of any type of truck, boat, trailer or commercial vehicle is strictly prohibited in the complex. A warning letter will be issued if such a vehicle is observed the first time. If the vehicle is not removed after the warning, a \$250 fine will be imposed to the Owner of the Unit and \$25 per day for each subsequent day the vehicle is parked on the premises. After five (5) days, the vehicle will be towed away and whatever charge is incurred by the Condominium will be added to the Unit Owner's maintenance account. The release of the vehicle from storage with all related expenses, will be payable by the vehicle's owner.
5. No pets shall be permitted by anyone renting a unit. Fines will be strictly enforced if any tenant is found with a pet in a leased unit.
6. Parking in Owners' designated parking slots is not allowed. Only one (1) vehicle per unit is permitted in the Condominium's parking lot.
7. All trash is to be placed in trash bags and disposed of in the Community Dumpster located in the parking lot of Layton House Condominium. Please use care in discarding your trash.
8. No Barbecuing is permitted in any area of the condominium grounds.
9. No items are permitted to be stored in the hallways and accesses to the units. The Management Company will immediately remove any items left in the hallways. Bicycles may be stored in the outside Bike Rack provided for your use.
10. Children are not permitted to use the parking area as a playground. No bicycle riding, rollerblading, skateboarding, ballplaying etc., will be allowed in the Layton House parking area or on any of the walkways and sidewalks.
11. Any emergencies must be reported to the Management Company – Morley Property Management, Inc. during working hours @ 631-204-2242 or after hours @ 1-866-966-7539.
12. No subletting of units will be permitted.
13. Any changes to tenant list must be reported to the Management Company immediately.
14. Tenants are not permitted to change locks on unit doors for any reason.

Please Sign: _____ Owner _____ Tenant

Print Name _____ Owner Print Name _____ Tenant

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AFFIDAVIT

I, _____, have received a copy of the
(tenant)

Rules and Regulations of the Layton House Condominium

Association from _____.
(owner)

I have read, understand and agree to abide by the Rules and Regulations of the Layton House Condominium Association and the House Rules for Tenants provided to me.

Should I violate any Rules during my tenancy, I agree to pay any fines assessed by the Association.

Agreed and signed this _____ *day of* _____ *200*____.

Tenant

Landlord (owner)

Witness

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VEHICLE PARKING INFORMATION

Please fill in the information below relating to vehicles to be parked on the Layton House Condominium Grounds.

Tenants may park only one (1) car in the parking area behind the building. A second car may be parked on either Hildreth Street, or on Layton Avenue, on the north side.

Please fill in the information below relating to vehicles owned by the tenant:

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>LICENCE PLATE NUMBER</u>
_____	_____	_____	_____
_____	_____	_____	_____

Any changes to the above information during the time the tenant lives in the building, must be reported to Management immediately.

Thank you for your cooperation.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : :
or
Employer identification number
: : :

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,