

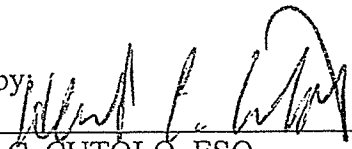
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ELAINE M. FLYNN
MIDDLESEX COUNTY CLERK

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BOOK # 6729

PAGE # 769

OF PAGES 14

Prepared by: 
HUBERT C. CUTOLO, ESQ.

**ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING RENTAL OF UNITS**

WHEREAS, the Enclave at Edison Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation by virtue of the New Jersey Condominium Act, N.J.S.A. 46:8B-1, et seq., and by virtue of a certain Master Deed recorded in the Office of the Clerk of Middlesex County on October 17, 1988 at Deed Book 3737, Page 0437, et seq., as may be amended;

WHEREAS, at the Association's 8 17, 2015 Board meeting, a quorum of the Association's Board of Directors (the "Board") was present and the Board passed the Policy Resolution Regarding Rental of Units, which is attached hereto as Exhibit A;

WHEREAS, the Board has determined that it is in the Association's best interests to have the Resolution Regarding Rental of Units and to have such Resolution recorded in the Middlesex County Clerk's Office;

NOW THEREFORE, the Association hereby submits the Resolution Regarding Rental of Units, which is attached hereto and incorporated herein as Exhibit A, for recordation in the Office of the Clerk of Middlesex County.

ENCLAVE AT EDISON CONDOMINIUM
ASSOCIATION, INC.

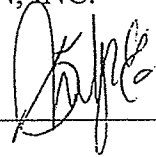
By:  _____, Secretary

EXHIBIT A
(Resolution Regarding Rental of Units)

**ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION REGARDING RENTAL OF UNITS**

WHEREAS, Enclave at Edison Condominium Association, Inc. (the "Association") was established and exists by virtue of the New Jersey Non-Profit Corporations Act, N.J.S.A. 15A:1-1 et seq., and by virtue of a certain Master Deed recorded in Office of the Clerk of Middlesex County on October 17, 1988 at Deed Book 3737, Page 0437, et seq. as may be amended ("Master Deed"); and

WHEREAS, Article V, Section 1(a) of the By-Laws of the Association (the "By-Laws") provides that the Board of Directors of the Association shall have all powers granted to it or necessarily implied by law, the Certificate of Incorporation, the By-Laws or the Master Deed, including the power to do anything and everything necessary for the sound management of the Association; and

WHEREAS, Section 8(f) of the Master Deed provides that every unit owner, by acceptance of the deed to their unit, is deemed to have agreed to pay the share of common expenses of the Association associated with the ownership of their unit; and

WHEREAS, Article V, Section 1(l) of the By-Laws provides the Board with the right to enforce the obligations of unit owners and to do anything and everything necessary and proper for the sound management of the Association; and

WHEREAS, Section 2(f) of the Master Deed provides that Common Elements shall have the same meaning as "common elements" pursuant to N.J.S.A. 46:88-3(d), except as same may be modified by the provisions of Paragraphs 5 and 6 hereof, and, shall mean "General Common Elements" and "Limited Common Elements[;]" and

WHEREAS, Section 2(v) of the Master Deed provides that "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use as a residential dwelling and shall not be deemed to mean any part of the General Common Elements situated or Limited Common Elements within or appurtenant to a Unit, as more specifically described in Paragraph 5 hereof. The word "Unit," when used in this Master Deed, shall be deemed to refer to each Unit of the condominium units herein described and shown as Exhibit "C," whether or not such Unit is constructed at the time of the recording of this Master Deed. Any uncompleted Units, when completed, shall be subject to the provisions hereof; and

WHEREAS, Article XIII Section 1 of the By-Laws provides "The Board shall have the power, at its sole option, to enforce the terms of this instrument or any Rule or Regulation promulgated pursuant thereto, by any or all of the following: self-help; sending notice to the offending party to cause certain things to be done or undone; restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law."

WHEREAS, Article XIII Section 2 provides "The Board shall also have the power to levy fines against any Unit Owner(s) for violation(s) of any rules or regulation or restrictions contained in the Master Deed or By-laws except that no fine may be levied for more than \$10.00 for any one violation provided, however, that for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against any Unit Owner(s) involved as if the fines were a Common Expense owner by the particular Unit Owner(s) involved as if the fines were a Common Expense owed by the particular Unit Owner(s). Notwithstanding the foregoing, before any fine is imposed by the Board, the Unit Owner involved shall be given at least ten (10) days prior to written notice and afforded an opportunity to be heard, with or without counsel, with respect to the violation(s) asserted."

WHEREAS, Section 12(b) Of the Master Deed provides "Every Unit Owner including any who does not reside in his Unit must provide the Association with a current phone number and address at all times."

WHEREAS, Section 8(u) provides "(i) No Unit shall be rented by the Owner thereof (except a lender in possession of such Unit following a default in a first mortgage, a foreclosure proceeding or by any deed or other arrangement in lieu of foreclosure) or otherwise utilized for transient or hotel purposes, which shall be defined as (a) rental for any period less than six (6) months; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, and bellboy services, provided, however, that any Unit Owner including Sponsor may rent a Unit for a period of less than six (6) months to a bona fide purchaser. No Unit Owner may lease less than an entire Unit. No Unit shall be leased for occupancy by more than two (2) persons per bedroom. A copy of such lease must be furnished to the Association as set forth in subparagraph (ii). (ii) Other than the foregoing obligations, Unit Owners, including Sponsor, shall have the right to lease same provided that said lease is in writing and made subject to all provisions of this Master Deed, the By-laws of the Association and other documents referred herein, including the right of amendment reserved to Sponsor herein, provided further that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease, and provided a copy of said lease and any subsequent lease is delivered to the Association within 10 days of its execution. Copies of all lease applications and similar information must be delivered to the Association along with a copy of said written lease. (iii) In the event a tenant of a Unit fails to comply with the provisions of this Master Deed, By-laws or Rules and Regulations of the Association, then, in addition to all other remedies it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be cured through the Unit Owner's efforts within fifteen (15) days after such notice. If such violation(s) is not remedied within said fifteen (15) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a

deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph.”

WHEREAS, the Board of Directors has found it necessary to establish rules and regulations as it pertains to the rental of units within the Association to ensure the health, safety and welfare of the members.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors hereby adopts the following rules and regulations regarding rental of Units within the Association:

1. Any unit owner intending to lease their dwelling unit shall notify the Association of said leasehold twenty (20) days prior to the commencement of the leasehold and provide the Association with a copy of the signed lease containing the noted provisions required by the Master Deed ten (10) days before the first day of the occupancy. The following Lease Rider attached hereto as **Exhibit A** must be utilized in connection with any lease agreement. The Association reserves the right to reject any proposed lease.

2. Units shall not be leased for a term of less than six (6) months or for transient or hotel purposes. No Unit Owner may lease less than the entire Unit. Each Unit Owner shall be responsible for the actions of their tenants. All tenants must abide by the Association’s Master Deed, By-Laws and Rules and Regulations (together, the “Condominium Documents”), as well as the Rules and Regulations attached hereto as **Exhibit B**.

3. All leases must be in writing and contain a provision that the terms of the lease are subject to the Condominium Documents and that failure by the lessee to comply with the terms of the Condominium Documents shall be deemed a default under the lease. Additionally, any breach of the Condominium Documents by a tenant or occupant of a Unit shall be deemed a violation of this Resolution.

4. Ten (10) days before the first day of occupancy by the tenant, the Unit Owners must provide Management the following: a) a copy of the signed Lease Agreement; b) the Unit Owners updated postal address, e-mail address and telephone number; c) vehicle description and license plate number of the tenant(s) taking occupancy; d) written verification signed by the Unit Owner that their tenants has/have received a copy of the Governing Documents; and e) a certificate of occupancy for the Unit issued by the municipality.

5. If a Unit Owner/landlord is in arrears of their monthly maintenance fees or any other financial obligation to the Association pursuant to the Master Deed and By-Laws, the Association can require the tenant to make monthly rent payments to the Association. The Association will apply the rent payment to the landlord’s outstanding maintenance/assessment balance for said unit. All surplus monies will be sent to the landlord. The Association will issue a receipt to the tenant for such rent payments made to the Association.

6. Upon the written request of a tenant of a unit in which a child or children ten (10) years of age or under reside or will reside or are regularly present for a substantial period of time, the Unit Owner shall:

- (a) Provide, install and maintain child-protection window guards on the windows of the Unit;
- (b) Provide written notice to the Association whenever a tenant of a Unit, in which a child or children 10 years of age or under reside or will reside or are regularly present for a substantial period of time, has requested that child-protection window guards be installed on the windows in the common areas of the common interest community;
- (c) Any child-protection window guard installed pursuant to shall conform to the requirements of the State Uniform Construction Code with respect to means of emergency egress, and a window guard installed on an emergency egress window shall be releasable or removable from the inside without use of a key, tool or excessive force. Window guards installed on all other windows shall be designed, constructed, and installed so that they may not deliberately or through accident, ignorance or inadvertence, be removed, opened, or dislodged without the use of a key or tool.
- (d) Upon installation of a child-protection window guard in a Unit, and annually thereafter, the Unit Owner shall provide the tenant with an orientation concerning the safe use and manipulation of window guards in accordance with guidelines established by the Commissioner of Community Affairs.

7. In accordance with N.J.S.A. 46:8-46, the Unit Owner shall provide a copy of the New Jersey Truth in Renting pamphlet to all tenants.

8. Notwithstanding any of the above, the Association may exercise all rights and remedies available to it at law, in equity and/or pursuant to the Governing Documents of the Association.

9. If any Unit Owner fails to provide any of the required information and documentation to Management within ten (10) days of the occupancy of the Unit, this failure shall constitute a violation of the provisions of this Resolution and the Condominium Documents.

10. Should any provision hereof be determined to be invalid, the remaining provision hereof shall remain in full force and effect.

11. Any provision contained within any previously adopted resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

12. Enforcement of this Resolution shall be in accordance with the procedures established with regard to due process.

EXHIBIT A
LEASE RIDER
BETWEEN

“Landlord(s)”/ “Unit Owner(s)”

and

“Tenant(s)”

The Landlord(s)/Unit Owner(s) and Tenant(s) hereby enter into this Lease Rider this

_____ day of _____, and agree as follows:

1. HO3 OR EQUIVALENT RENTER’S INSURANCE WITH A MINIMUM OF \$300,000 LIABILITY COVERAGE. Tenant’s are required to obtain H03 or equivalent Renter’s Insurance with a minimum of \$300,000 liability coverage prior to moving into the Governor’s Point I Condominium Association, Inc. (the “Association”) and the Landlord is required to provide proof of this coverage to the Association at least five (5) days prior to the Tenant moving onto Association property. Tenants are required to maintain this insurance for the entire length of time they are Tenants and the failure to do so shall constitute a material breach of this Lease and is ground for eviction.
2. LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS. The provisions of the Association’s governing documents, including the Master Deed, By-Laws and Rules and Regulations of the Association, constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Association’s governing documents, the governing documents shall control.
3. VIOLATION OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION. Failure to comply with this Lease Rider and the Association governing documents as defined in the preceding paragraph constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant violates a provision of the governing documents and, after notice by the Association or the Landlord, continues to violate the governing documents, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings and notify the Association of the commencement of those proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the

Landlord against the Tenant. The Landlord shall then be responsible to pay the Association's legal fees and costs in such proceedings.

4. NO SUBLET. The Tenant shall not sublet all or part of the unit being leased without the written consent of the Association.
5. INJURY DAMAGE OR LOSS. The Tenant promises to provide the Unit Owner and the Association with prompt notice of any accident to or defects in the water pipes, gas pipes, heating apparatus, or other equipment or appliances in the unit.

The Association may enter the unit without the consent of the Tenant in case of emergency. The Association shall not be responsible for any damage resulting from such entry except damage caused by its own negligence or the negligence of its contractors.

The Tenant is liable to the Unit Owner and the Association for any damage sustained by the Unit Owner or any other unit owner and caused by the Tenant or the guests, family, pets, agents or employees of the Tenant.

6. FAILURE OF UNIT OWNER TO PAY ASSOCIATION DUES. If the Unit Owner is in arrears of his dues or other fines and assessments, the Association will suspend all of the Tenant's recreational privileges. Further, the Association may demand that the Tenant make payment to the Association of his, her or their rent, in which event the Association shall apply same to the Unit Owner's outstanding balance. Any surplus shall be sent to the Unit owner by the Association. Failure of the Tenant to make payment of rent to the Association shall be a violation of the Association's Rules and Regulations and will subject the Tenant to the remedial action set forth herein, including but not limited to eviction.

7. OCCUPANTS. The Tenant shall comply with the Municipal Code and the Governing Documents regulating the number of people allowed to reside within a unit. The following _____ persons, whose names and ages are listed below for identification purposes for Association record keeping, will occupy the unit:

ANY CHANGES TO THE OCCUPANTS SHALL BE SUBMITTED TO THE UNIT OWNER AND THE ASSOCIATION. IF MORE PERSONS, OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT THE TENANT SHALL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO EVICTION.

Dated this _____ day of _____

WITNESSES:

By: _____
Unit Owner

Unit Owner

WITNESS:

By: _____
Tenant

WITNESS:

By: _____
Tenant

EXHIBIT B

RULES WITH RESPECT TO LEASING / RENTING OF UNITS

Unit owners may lease their units, provided that the lease: (i) is in writing, legibly printed or typed in English; (ii) is made subject to the Association's Master Deed, By-Laws, these Rules and all amendments thereof (the "governing documents"); (iii) contains the Enclave at Edison Condominium Association Lease Rider (to be obtained from Management); (iv) incorporates language that complies with these rules and the other rules of the Association; and (v) provides the failure of the tenant(s) to fully comply with the terms and conditions of the Association's governing documents is a material default under the lease and grounds for immediate termination of the lease and eviction. A Unit owner who fails to comply with any of the requirements contained herein will be fined in accordance with the Governing Documents. When a unit owner leases their unit (including lease extensions) the Association must be given the proposed lease or lease extension.

Unit owners must require their tenant(s) to obtain renter's ("H03") insurance with a minimum liability coverage of \$300,000 before taking possession of the unit and maintain this coverage for the entire rental period. Unit owners must provide proof of the renter's insurance coverage to the Association **within 10 days after the tenant(s) sign(s) the lease.**

The extension of any existing lease is treated as an entirely new lease for purposes of complying with the leasing Rules.

No lease of a unit may be for: (i) transient / hotel purposes; (ii) a term of less than six (6) months; or (iii) less than the entire unit.

A lender in possession of a unit following a default in a mortgage, or by virtue of a foreclosure proceeding, or by any deed or other arrangement in lieu of foreclosure, may lease a unit subject to the conditions set herein.

Except as may be otherwise provided in these Rules, the legal resident(s) of a leased unit, not the unit owner, has the right to use the Association recreational and common facilities.

If a unit owner has one or more guests residing in their unit for ten (10) or more days in a month without also residing in such unit during that period of time, then such guests shall be treated as tenants and all of the provisions herein shall then apply.

All persons occupying a leased unit shall be deemed lessees of such unit whether or not each individually signed the lease.

Unit owners must provide their tenants with: (i) a copy of all the Association's governing documents. Unit owners are responsible for the failure of their tenants to follow the Association's governing documents and will be held responsible for all damage to common and limited common property caused by their tenants and guests, and for all fines incurred as a result of their tenant's violations of the Association's governing documents.

Unit Owners must contact the Association in writing no later than thirty (30) days prior to the expiration of any lease and inform them of the status of their unit; for example, will the unit be leased again by the same tenant, leased to another tenant, occupied by the landlord, or sold.

If a tenant fails to comply with any provision of the Association's governing documents, the Association will notify the unit owner (with a copy to the tenant) of the violation and the time period to remedy the violation. If the violation is not remedied, the Association will notify the unit owner (with a copy to the tenant) of the continued violation and the time period to remedy the violation. If no time period is stated in any violation letter then the violation must be remedied within ten (10) days for the date of notice. If the violation is not remedied after the second violation letter then the unit owner, upon receiving of a third violation notification shall immediately institute and diligently prosecute an eviction action against the tenant(s) on account of the violation. Such suit shall be at the unit owner's own expense.

By accepting a Deed to a unit, unit owners hereby automatically and irrevocably name, constitute, appoint, and confirm the Association as his/her attorney-in-fact for purposes of the rules contained herein.

**ENCLAVE AT EDISON CONDOMINIUM ASSOCIATION, INC.
RESOLUTION REGARDING RENTAL OF UNITS**

Duly adopted at a meeting of the Board of Directors of Enclave at Edison Condominium Association, Inc. held this 17 day of August, 2015.

<u>Officer/Director</u> PRINT NAME	Vote:				SIGNATURE
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	
<u>Inchung Lee</u>	✓	—	—	—	<u>Inchung Lee</u>
<u>PEGGY SHARPE</u>	✓	—	—	—	<u>Peggy Sharpe</u>
<u>Robert Sanders</u>	✓	—	—	—	<u>Robert Sanders</u>
<u>Shilpa Ladda</u>	✓	—	—	—	<u>Shilpa Ladda</u>
<u>Robert Prongay</u>	✓	—	—	—	<u>Robert Prongay</u>
_____	—	—	—	—	_____
_____	—	—	—	—	_____

Attest:

ROBERT SANDERS

, Secretary

Dated: 8-17, 2015

SHILPA LADDA

, President

Dated: 8-17, 2015

File:

Book of Minutes -
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: August 17, 2015

2/4

RECEIPT
MIDDLESEX COUNTY CLERK
ELAYNE FLYNN
COUNTY CLERK

RECEIPT: 20050051 OPR: RADAL

cutale

DESCRIPTION	TRANS AMOUNT
RECORDING	90.00
DAM	42.00
NJOPDA	25.00
RECORDING	3.00
Total Fees	163.00

DEED W/O ABSTRA # 9E2015011043
 DATE: 9/10/2015 TIME: 10:19:28
 ETD # 11729 0755 201509100129
 ED
 1 ENCLAVE AT EDISON CONDOMINIUM
 ASSOCIATION, INC.

RECEIPT TOTAL:	163.00
K CHECK	163.00
TOTAL AMOUNT TENDERED	163.00
TOTAL REFUND	.00
PAYMENT TOTAL	163.00