

# *LONGVIEW AT MONTVILLE ASSOCIATION, INC.*

## RESOLUTION OF BOARD OF TRUSTEES (Concerning Adoption of Lease Rider)

### B A C K G R O U N D

- A. Article VI, Section 2(e) of the Bylaws of Longview at Montville Association, Inc. (the "Association") that the Board of Trustees ("Board") has the power and duty to adopt rules and regulations governing the Longview property; and
- B. The Board has determined that the leases for Units that are leased often do not contain the provisions advising the tenants of their obligations under the Master Deed, Bylaws and Rules and Regulations of the Association (collectively the "Governing Documents"); and
- C. In order to make all tenants knowledgeable of the obligations under the Governing Documents and in order to impose certain Rules and Regulations regarding the leasing of Units the Board has determined that the adoption of a uniform lease rider is for the benefit of the Association and its members.


**NOW THEREFORE, BE IT RESOLVED**, this 10<sup>th</sup> day of October, 2011, as follows:

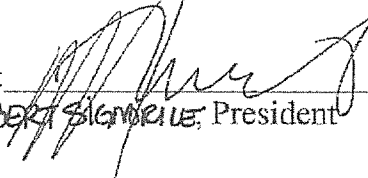
- 1. Adoption of Uniform Lease Rider. The Board hereby adopts the Lease Rider set forth in Schedule "A" to this Resolution as if set forth herein at length.
- 2. Applicable to All Unit Leases. Unit Owners that lease Units after the date of this Resolution or who renew or extend a lease existing prior to the date of this Resolution shall require the execution of a written lease, together with the Lease Rider adopted by this Resolution.
- 3. Delivery of Lease and Lease Rider. Wherever a Unit is leased or an existing lease is renewed or extended after the date of this Resolution the Unit Owner shall deliver a copy of the fully signed lease together with the Lease Rider adopted by this Resolution.
- 4. Violation of Resolution. Any Unit Owner who fails to deliver a written lease and Lease Rider as required by this Resolution shall be subject to a fine of \$ ~~250~~ <sup>250</sup> for each day after occupancy of the Unit by a tenant, or in the event of an extension or renewal of an existing lease, for each day after the expiration of the prior lease term, that the Unit Owner fails to deliver a written lease and Lease Rider to the Association's community manager. Further no tenant shall be permitted to use any amenity or Common-Element parking facility until the executed lease and Lease Rider is delivered to the community manager.

5. Distribution and Recording. The Board directs that the community manager distribute a copy of this Resolution to every Unit Owner and further directs its attorney to record a copy of this Resolution with the Morris County Clerk's Office.

ATTEST:

LONGVIEW AT MONTVILLE  
ASSOCIATION, INC.

BY:   
THEODORE HOCHMAN, Secretary

BY:   
ROBERT SIGNORILE, President

**SCHEDULE "A"**

**LEASE RIDER**

STATE OF NEW JERSEY }

} SS.:

COUNTY OF MORRIS }

I CERTIFY that on OCTOBER 10<sup>th</sup>, 2011  
THEODORE HOCHMAN personally came before me, and this person acknowledged under  
oath, to my satisfaction, that:

- (a) this person is the Secretary of the *Longview at Montville Association, Inc.*, the corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is ROBERT SIGNORIE, the \_\_\_\_\_ President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the corporation that was affixed to this document;
- (e) this person signed this proof to attest to the truth of these facts;
- (f) this resolution was approved by a majority of a quorum of the Board of Trustees of the Association at a meeting of the Association's Board of Trustees at which a quorum was present, duly held on the 10<sup>th</sup> day of OCTOBER, 2011.

  
\_\_\_\_\_, Secretary

Signed and sworn to before me on the 10<sup>th</sup>  
day of OCTOBER, 2011.

  
\_\_\_\_\_  
TERESA A. ROLSTON

**TERESA A. ROLSTON**  
**NOTARY PUBLIC OF NEW JERSEY**  
I.D. # 2278535  
My Commission Expires 9/21/2016

**RECORD & RETURN:**

J. David Ramsey, Esq.  
Becker & Poliakoff, LLP  
1776 on the Green  
67 Park Place East, Suite 660  
Morristown, NJ 07960

## Longview at Montville Condominium Lease Rider

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Date of Lease: \_\_\_\_\_

The Lease to which this Rider is annexed is subject to the following terms and conditions:

**1. Minimum Term.** Despite anything to the contrary in the Lease, the minimum term of the Lease shall be no less than one (1) year.

**2. Renewal of Lease.** Notwithstanding any term contained in the Lease to the contrary, at the end of one year from the date of commencement of the Lease it shall be subject to termination or non-renewal. If the Landlord and Tenant desire to continue the Lease or renew it, the Landlord must notify the Association not later than 45 days prior to the one-year anniversary of the Lease commencement date. The Board of Trustees ("Board") shall, within 30 days following receipt of the request to approve continuation or renewal of the Lease, advise the Landlord and Tenant of its determination. If the Board rejects the renewal or continuation of the Lease the Tenant shall vacate the leased property not later than the date that is one year from the Lease commencement date and the Landlord shall not release the leased property to the Tenant, or if there is more than one Tenant, either of them. If the Board approves of the continuation or renewal of the Lease, all provisions of this Lease Rider shall remain in full force and effect, except this Paragraph 2

**3. Governing Documents.** The Tenant acknowledges that the property being leased is part of a condominium and the Landlord is a member of the Association that manages the condominium. Tenant shall be obligated to comply with all of the terms and conditions of the Master Deed and with the Association By-laws and Rules and Regulations, including any amendments to any of the foregoing documents that have been adopted before the date of the Lease or may be adopted thereafter. In the event of any failure of the Tenant to so comply, the Landlord and the Tenant shall be jointly and severally responsible for any noncompliance and subject to the enforcement remedies exercised by the Association. This includes the right of the Board to (i) suspend the right of the Tenant to utilize the common elements of the Condominium, including use of the recreational facilities and Common-Element parking facilities, it being understood that the Landlord shall have no such rights during the term of the Lease, (ii) require at the Landlord's sole cost and expense, to evict the Tenant from the Unit as Landlord's attorney-in-fact and/or (iii) impose a fine(s) upon the Landlord, which, under this Lease shall become additional rent due from the Tenant to the Landlord.

**4. Moving In and Out of Building.** The Tenant agrees that it may not move into or out of the building containing the premises being leased under the Lease without notifying the Managing Agent. Tenant shall notify the Managing Agent not less than seven (7) days prior to moving in or out of the building. Tenant shall not be permitted to

move into or out of the building in which rented premises are located unless, in each instance, the following fees have been paid to the Association by Landlord or Tenant before any move into or out of the building: (a) non-refundable move-in, move-out fee of \$250.00; and (b) refundable security deposit of \$1,000.00. In the event any damage occurs to the common elements of the condominium as a result of moving in or out of the building, the Association may use the security deposit to repair any damage done. The amount of the security deposit shall not be a limitation on the damages for which the Tenant and/or Landlord are jointly liable to the Association if the cost of repair exceeds the amount of the security deposit. Additionally, the security deposit may after notice to the Landlord and Tenant, be applied toward payment of any outstanding fine(s) imposed by the Association for non-compliance with the governing documents that accrued during the term of the tenancy.

**5. Collateral Assignment of Rent.** In the event of any delinquency by Landlord of thirty (30) days or more in the payment of common expense or other charges levied by the Association ("Common Charges"), the Tenant shall, upon receipt of a written request from the Association, pay all such Common Charges directly to the Association and deduct these amounts from its rental payments without being deemed in default under the Lease. Such direct payments shall continue until all such Common Charges are current, including any accelerated sums. This provision shall be deemed a collateral assignment of such rent to the Association by the Landlord to ensure the payment of such Common Charges.

**6. Copy of Lease.** Prior to the commencement of, and as a condition precedent to, the effectiveness of the Lease, an executed copy of the Lease, this Rider and a copy of the Rules and Regulations attached thereto must be furnished by the Tenant or the Landlord to the Association together with the names of all of the occupants. No occupancy of the Unit by the Tenant shall be allowed unless and until there is full compliance with this Paragraph, Tenant may not use any of the recreational or other facilities, including Common-Element parking.

**7. No Subletting Or Assignment of Lease.** The Lease may not be assigned by the Tenant and no subletting of the Unit shall be permitted without the express prior written consent of the Association. Any such assignment or subletting shall be deemed a material violation of the Lease and grounds for eviction by the Landlord, or by the Association as the Landlord's attorney in fact, at the Landlord's expense (reasonable attorney's fees and costs).

**8. Limitation on Pets.** Under no circumstances may the Tenant keep more than one pet in the rental unit. "Keep" shall mean maintain overnight, whether on a temporary or permanent basis.

**9. Subordination.** The Lease shall be automatically subordinated to any lien of the Association against the Unit for Common Charges without the necessity for the execution or recording of any formal instrument of subordination.

10. **Conflict.** This Lease Rider is supplemental to the Association Rules and Regulations. In the event of any inconsistency between this Lease Rider and the Association's Rules and Regulations, the terms of this Lease Rider shall control.

WITNESS:

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Landlord:

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WITNESS:

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Tenant:

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