

THE LAW OFFICES OF
JUDITH A. FALLAT
MEMBER NJ AND NY BAR

JAMES F. KANE, OF COUNSEL
CERTIFIED BY THE SUPREME COURT OF NEW JERSEY
AS A CIVIL TRIAL COUNSEL ATTORNEY
MEMBER NJ AND CA BAR



April 10, 2019

Samantha Regner, Property Manager
Mountainview Manor Condominium Association
c/o Matrix Property Management Group
50-C Main Street
Succasunna, NJ 07876

Re: Mountainview Manor Condominium Association-
Policy Resolution Related to Leasing of Units

Dear Samantha:

Enclosed please find recorded copy of Policy Resolution for the above Association for your file.

Very truly yours,

A handwritten signature in black ink, appearing to read "JAF". Below the signature, the name "Judith A. Fallat" is printed in a smaller, sans-serif font.

JAF/clc
Encl.
File 7103
cc: Donna Wilner
Via Email Only

**Morris County Recording Cover Sheet**

**Honorable Ann F. Grossi, Esq.
Morris County Clerk**

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document:

March 26, 2019

Type of Document:

Policy Resolution Relating to Leasing of Units

First Party Name:

Mountainview Manor Condominium Association,
Inc.

Second Party Name:

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:

Lot:

Municipality:

Consideration:

Mailing Address of Grantee:

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN
ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE**

Original Book:

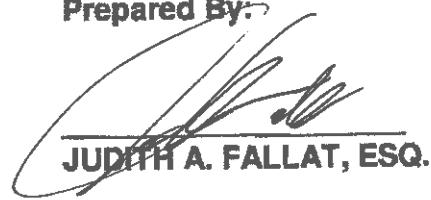
Original Page:

MORRIS COUNTY RECORDING COVER SHEET

**Please do not detach this page from the original document as it contains important recording information and
is part of the permanent record.**

**WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the
attached document or the document will be rejected and returned.**

Prepared By:



JUDITH A. FALLAT, ESQ.

MASTER DEED
RECORDED October 29, 1986
Book 2897, Page 348

MOUNTAINVIEW MANOR CONDOMINIUM ASSOCIATION, INC.

**POLICY RESOLUTION
RELATED TO LEASING OF UNITS**

WHEREAS, the By-Laws provide that the affairs of the Association shall be governed by the Board of Directors; and

WHEREAS, the Board is further charged with adopting rules and regulations governing the personal conduct of the members on Association property and with taking all reasonable action necessary to maintain, operate, preserve, improve and manage the Common Areas; and

WHEREAS, the Board is obligated to enforce the terms of the Association governing documents and rules and regulations, and may establish penalties for the infraction thereof; and

WHEREAS, the Board believes that to effectively fulfill its obligation with regard to leasing of units and to serve the best interest of the Association it is necessary for Owners to provide the Board with copies of their Leases and Riders to Leases in the form attached, or as amended by the Board from time to time.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Any Unit Owner who rents his unit must do so pursuant to a written lease, and all leases entered into or renewed for a unit shall include a Rider to Lease in the form attached hereto, or in such other form as approved by the Association from time to time.

2. Owners of units currently rented must furnish a copy of the existing lease to the Association (if they have not already done so) along with a fully executed copy of the Rider to Lease within thirty (30) days after notice of adoption of this Resolution.

3. In the event of commencement of a new lease or renewal of a lease, a copy of

the lease, Rider, and Certificate of Occupancy issued by the municipality must be furnished to the Association within fourteen (14) days prior to the commencement of the new term or renewal.

4. Failure to provide the Association with a copy of the lease and Rider may be deemed a violation of the Master Deed and default of the lease constituting grounds for termination and eviction. The Association may also impose a daily fine for failure to supply the Association with a copy of the fully executed lease and rider.

5. Owners are bound by the following lease restrictions:

(a) Units may not be leased for transient or hotel purposes and short term leases are prohibited. For the purpose of clarification, "hotel or transient purposes" and "short term leases" shall be defined as (1) rental for any period of less than one week including rentals through Air B&B or similar enterprises; (2) any rental if the occupants or the unit are provided customary hotel service, such as room service for food and beverage, laundry and bellboy service; or (3) temporary residence of employees, agents, or invitees of the Owner. This provision shall not apply to temporary residence of persons related to the Owner, his social guests or any live-in domestic employee of the Owner. A unit may be rented for a period less than ninety (90) days to a person who is then under contract to purchase such a unit.

(b) Less than an entire unit may not be leased.

(c) No subleasing by a lessee of a Unit shall be permitted without first obtaining the approval of the Board of Trustees. The Board shall have the right to require that a uniform form of sublease be used and Rider to sublease.

(d) The owner of the unit shall not have the right to utilize the common areas during any period that said unit is rented.

(e) The owner of a unit rented to a third party shall keep the Condominium Association Property Manager advised of the full names of said tenants, and shall also keep said Property Manager advised of the address and telephone number of the tenants using said lease term.

WW AB
100.00

6. An administrative fee in the amount of \$150.00, or in such other amount to be designated by the governing Board of Directors from time to time, must be submitted to the Association along with each fully executed lease and lease rider to offset the cost of processing and administration of the rental.

CERTIFICATION: I hereby certify that the foregoing was duly adopted at a regular meeting of the Governing Board of Mountainview Manor Condominium Association, Inc. held on March 26, 2018.

ATTEST:


Marilyn Wechselblatt, Secretary

**MOUNTAINVIEW MANOR
CONDOMINIUM ASSOCIATION, INC.**


Andrew Boettcher, President

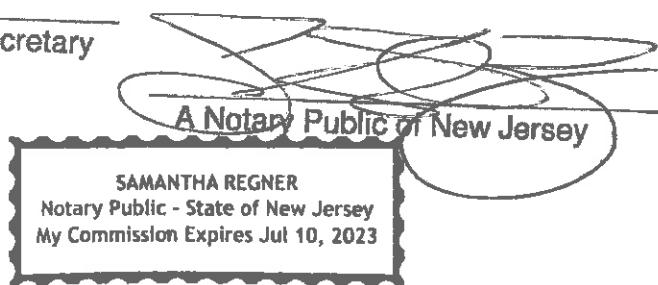
STATE OF NEW JERSEY)
COUNTY OF MORRIS) **ss**

I CERTIFY THAT on 26th of March 2018, Marilyn Wechselblatt personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of Mountainview Manor Condominium Association, Inc. the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is Andrew Boettcher 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 Directors;
- (d) this person signed this proof to attest to the truth of these facts.


Marilyn Wechselblatt, Secretary

Record & Return to:
The Law Offices Of
Judith A. Fallat
92 Broadway, Suite 201
Denville, NJ 07834
(973) 586-2120



RIDER TO LEASE

MOUNTAINVIEW MANOR CONDOMINIUM ASSOCIATION, INC.

This Rider to Lease of residential unit located at _____ is made and entered into this _____ day of _____, 20____ by and between _____ (hereinafter referred to as "Unit Owner"), and _____ (hereinafter referred to as "Tenant"), and is incorporated into the Lease between Unit Owner and Tenant dated _____ in accordance with the Master Deed & Bylaws of Mountainview Manor Condominium Association, Inc. (hereinafter referred to as "Association"). In the event of a conflict between this Rider and the Lease, this Rider shall prevail.

The Unit Owner and Tenant hereby agree as follows:

1. TENANT'S OBLIGATIONS

The Tenant acknowledges receipt of a copy of the Governing Documents and Rules and Regulations of Mountainview Manor Condominium Association, Inc. from the Unit Owner which Tenant has examined to the extent Tenant desires. Tenant further acknowledges that Tenant's Lease is subject to all of the provisions of Mountainview Manor Condominium Association Governing Documents and Rules and Regulations. These documents may be modified or supplemented by the Association from time to time, and the Tenant will be notified in writing of any changes.

The Tenant understands that the Association can take enforcement action directly against Tenant for breach of the Governing Documents or Rules and Regulations as if it was the landlord, and can levy fines and impose other penalties. Failure by the Tenant to comply fully with the terms of the Association Rules and Regulations or governing Documents shall constitute a default under the terms of the Lease and be grounds for termination of the Lease and cause for eviction.

Tenant promises to give Owner prompt notice of any accident to or defects in the water pipes, gas pipes, heating apparatus or other equipment or appliances in the unit.

To the extent permitted by law, the Association will not be liable for any latent defect in the Association property, any package left with any of the Association's employees, or any loss by theft or otherwise. The Association will not be liable for the acts of the other occupants of the Association or for the acts of employees during the course of work contracted for by the Tenant with such employees.

The Tenant must communicate with the Association through the Owner and notify the Owner whenever the Tenant receives any communication from the Association.

Default of any requirement under the Governing Documents of the Association is a default of the lease.

2. UNIT OWNER RESPONSIBILITY

Notwithstanding the foregoing, Unit Owner understands that Unit Owner remains responsible for the actions of Tenant, Tenants guests and invitees. Unit Owner understands that the Association can take enforcement action directly against Unit Owner for breach of the Governing Documents or Rules and Regulations by Tenant, Tenants guests and/or invitees and can levy fines and impose other penalties against Unit Owner. Any fines or other costs, including any legal fees incurred by the Association in connection with this Lease, will constitute a lien on the Unit and may be collected in the same manner as any other assessment in accordance with the Association governing documents.

The Owner assigns to the Tenant all rights and privileges associated with ownership of a condominium unit and agrees to undertake the duties and obligations of an Owner. These are described in the Association documents as well as the Rules and Regulations of the Association.

However, the Owner exclusively retains the right to vote, to affect his ownership interest, to hold office and receive insurance and other awards and proceeds.

3. POWER OF ATTORNEY

In the event the Tenant is disorderly or disruptive, allows destruction, damage or injury to the premises, or in any other way fails to comply with the Rules and Regulations or Association Documents, the Association shall notify the Unit Owner of such violation and demand that same be remedied through Unit Owner's efforts. If such violation is not remedied within ten (10) days, then Unit Owner shall immediately thereafter, at Unit Owner's own cost and expense, institute and diligently prosecute an eviction action against Tenant for default under the Lease because of such violation. Any eviction action may not be compromised or settled without the prior written consent of the Association.

Each Unit Owner hereby names and constitutes Mountainview Manor Condominium Association, Inc. as the owner's Attorney-in-Fact irrevocably for the purpose of taking any legal action against tenants or other occupants in the unit, including eviction pursuant to N.J.S.2A:18-61, *et seq.* This Power-of-Attorney may be exercised by the Association if the tenant violates any of the provisions of the Master Deed, By-Laws or Rules and Regulations of the Association provided that the Unit Owner has not commenced an action to cure the violation of the Master Deed, By-Laws or Rules and Regulations within ten (10) days of receipt of notice of same from the Association. This Power-of-Attorney is to enable the Association to exercise against the Tenant each right which the Association may have

to enforce the Declaration, By-Laws, or Rules and Regulations. If the Board of Directors of the Association takes any such action, it may recover back against the Unit Owner any costs and expenses of such action, including but not limited to reasonable attorney and paraprofessional fees and costs.

4. ASSIGNMENT OF RENTS

The Unit Owner hereby assigns to Mountainview Manor Condominium Association, Inc., of which the Unit Owner is a member, all right, title and interest in, to and under the lease together with all rents or other monies payable to the owner by the Tenant up to the amount of common expense or other assessments or other obligations due from the owner to the Association, including, but not limited to, accelerated maintenance fees, late fees, and attorney's fees. Despite this assignment, the Unit Owner is free to collect all rents or other monies due from the Tenant unless and until the Unit Owner is delinquent in payment of assessments or other obligations to the Association. If the Unit Owner is so delinquent, and such delinquency continues for ten (10) or more days after the Unit Owner's receipt of written notice from the Association to cure the delinquency, the Association is authorized to: enter the unit being leased; notify the tenant in writing of the Unit Owner's delinquency, the terms of this rent assignment, and of the Association's exercise of its right to collect in the Unit Owner's name as assignee any rents accrued and unpaid as well as the rents thereafter accruing and becoming payable until the Unit Owner is no longer delinquent and the Association notifies the Unit Owner and the Tenant of same in writing. Upon receipt of written demand from the Association pursuant to the terms hereof, every Tenant must remit the rent due under their lease to the Association and the rents thereafter accruing, without being obligated to determine whether the Unit Owner is in fact delinquent in the payment of assessments or other obligations to the Association. The Unit Owner agrees that all payments made by the Tenant to the Association as per the terms hereof shall fully and completely discharge the obligations of the Tenant to the Unit Owner under the lease. In particular, payment of the rent by the Tenant to the Association in accordance with this provision shall not constitute default under the lease for non-payment of rent. The Unit Owner further agrees that the Association is not responsible for the control, care or management of the unit or for carrying out any of the Unit Owner's duties as landlord as set forth or implied from the lease or imposed by law; and that the Association and its officers, servants, agents and employees will in no event be liable to the Tenant or others by reason of any loss, injury or damage sustained because of any dangerous condition existing in the unit or exercising the rights hereunder. The Board of Directors of the Association may, on a case by case basis, agree to subordinate its rent assignment rights to an institutional mortgagee upon request by same.

5. OWNER/OCCUPANT INFORMATION

Unit Owner's Name _____

Unit Owner's Address _____

Home Phone _____

Business Phone _____

Cellular Phone _____

Tenants Names _____

Tenant's Home Phone _____

Tenant's Business Phone _____

Tenant's Cellular Phone _____

Tenant's Motor Vehicle Information:

Make _____ Model _____

Color _____ License Plate # _____

Year _____ Registered To _____

Occupants Names & Ages:

1. _____

2. _____

3. _____

4. _____

Pets: Name & Breed _____

If any person other than the tenants or occupants listed above occupy the unit, Tenant will be in violation of the Lease and subject to eviction.

Lease dates: From ____/____/____ to ____/____/____

6. COMMON ELEMENTS

The Common Elements are provided to accommodate the Tenant and the other occupants of the Association. To the extent permitted by law, the Tenant may use those

areas subject to the Association Documents, Rules and Regulations and Board policies.

7. RIGHT TO ENTER THE UNIT

The Association may enter the home without Tenant's consent in case of emergency. Authorized agents of the Association may enter the home with the Tenant's consent at reasonable times after giving Tenant reasonable notice. Such entries may be made to inspect, to make necessary or agreed-to repairs, alterations, or improvements, or to supply necessary or agreed-to services.

The Association will have all other rights to enter the unit as may be provided by law. The Association shall not be responsible for any damage resulting from such entries, except damage caused by its own negligence.

8. DAMAGE CAUSED BY TENANT

Tenant is liable to the Owner and the Association for any damage sustained by them, or the other Owners of the Association and caused by Tenant or Tenant's guests, family, agents, or employees.

The undersigned certify that the information provided herein is true and accurate, and agree to notify the Association of any changes to such information as they occur.

A copy of the executed Lease and this Rider to Lease must be furnished to the Association at least fourteen (14) days prior to commencement of the term of the Lease or any renewal/extension thereof.

Witness:

Unit Owner

Unit Owner

Tenant

Tenant

Date: