

**RECORDING INFORMATION SHEET**

49 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:  
**5160595**

DOCUMENT TYPE:  
**RESOLUTION**

**COPY**

**Official Use Only**

Document Charge Type RESOLUTION

Return Address (for recorded documents)  
CUTOLO MANDEL, LLC  
151 HIGHWAY 33 EAST STE 204  
MANALAPAN NJ 07726

TIMOTHY D. TYLER  
BURLINGTON COUNTY

RECEIPT NUMBER  
8268958  
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August 20, 2015 10:38 AM

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(Excluding Recording Information and/or Summary Sheet) **7**

Consideration Amount **\$0.00**

Recording Fee **\$100.00**

Realty Transfer Fee **\$0.00**

Total Amount Paid **\$100.00**

Municipality UNKNOWN

Parcel Information  
Block: N/A  
Lot: N/A

First Party Name ARBOR GREEN CONDO ASSOC INC

Second Party Name ARBOR GREEN CONDO ASSOC INC

**Additional Information (Official Use Only)**



5160595

Ctrl Id: 5340645 Recording Clerk: dcoco

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BURLINGTON COUNTY  
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JASON N. SENA

2015 AUG 11 PM 2:18  
ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.  
RESOLUTION REGARDING RENTAL OF UNITS

COPY

RECEIVED

WHEREAS, Arbor Green Condominium Association, Inc. (the "Association") was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on March 9, 1973, in the Office of the Clerk of Burlington County in Deed Book 1835, Page 159, et seq., as may be amended (the "Master Deed"); and

WHEREAS, at the Association's April 20, 2015 Board meeting, a quorum of the Association's Board of Trustees (the "Board") was present and the Board passed the Policy Resolution Regarding Rental of Units, which is attached hereto as Exhibit A; and

WHEREAS, the Board has determined that it is in the Association's best interests to have this Resolution recorded in the Burlington County Clerk's Office; and

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 Burlington County.

ARBOR GREEN CONDOMINIUM  
ASSOCIATION, INC.

STATE OF NEW JERSEY }  
COUNTY OF Burlington } SS.:

Mary Anne Bennett  
By: Mary Anne Bennett, Secretary

I CERTIFY that on 8/3, 2015 Mary Anne Bennett personally came before me and this person acknowledged under oath, to my satisfaction, that this person is the Secretary of Arbor Green Condominium Association, Inc. named in this document; this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; this person signed this acknowledgment to attest to the truth of these facts; and this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Mary Anne Bennett  
Mary Anne Bennett, Secretary

Signed and sworn to before me this on  
Aug 3, 2015  
Jessie M. Roth, Notary Public

**EXHIBIT A**  
(Resolution Regarding Rental of Units)

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.  
RESOLUTION REGARDING RENTAL OF UNITS**

**WHEREAS**, Section 11(B) of the Master Deed provides that “[t]he Grantor and every Unit Owner by the acceptance of the Unit Deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents[;]” and

**WHEREAS**, Section 6(N) of the Master Deed provides in part that “[e]very Unit Owner shall comply with the covenants, conditions and restrictions set forth in the Master Deed and with the By-Laws, rules, regulations, resolutions and decisions adopted pursuant thereto in relation to the use and operation of the Condominium, the Units, the Common Elements and the other Condominium Property[;]” and

**WHEREAS**, Article I, Section 2 of the By-Laws provides that “[a]ll present and future Unit Owners, tenants, future tenants, their licensees, invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Condominium Property of the Condominium, shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Members. Acquisition, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them[;]” and

**WHEREAS**, Section 7(A) of the Master Deed provides in part that “the Association is hereby vested with the rights, powers, privileges and duties necessary or incidental to the proper administration of the Condominium as set forth in the Condominium Documents and the Condominium Act[;]” and

**WHEREAS**, Article IV, Section 10 of the By-Laws provides in part that “[t]he Board of Trustees shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the administration and management of the Condominium and Condominium Property, and may do or cause to be done all such other lawful acts and things as are not by law, by these By-Laws or otherwise, directed or required to be done or exercised by the Unit Owners, or by the others. In the performance of its duties as the administering body of the Association and the Condominium, the Board of Trustees shall have powers and duties set forth in the Condominium Documents[;]” and

**WHEREAS**, Section 7(A)(viii) of the Master Deed provides in part that “[t]he Association shall . . . be empowered and is hereby empowered and shall be obliged . . . to adopt rules and regulations as may be necessary for the management, control and orderly use of the Common Elements, and in general it shall manage the Condominium Property as provided herein and in the By-Laws[;]” and

**WHEREAS**, Article IV, Section 10(L) of the By-Laws provides that the Board of Trustees shall “make and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units, the Common Elements and other

Condominium Property (including the assignment to each Unit of the exclusive right to the use of certain parking spaces on a uniform reasonable and equitable basis), and to amend the same from time to time as the Board shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner of a Unit promptly upon the adoption thereof. The Rule and Regulations shall be subject to change by a majority of Unit Owners[;]” and

**WHEREAS**, Section 11(C)(iii) of the Master Deed provides that no Unit Owner may “use, permit, or allow the Unit to be occupied by tenants who have not received approval from the Association, nor will he sell or lease the Unit without first obtaining the consent of the Association...[;]”

**WHEREAS**, Section 12(D) of the Master Deed provides in part that a Unit Owner intending to lease their Unit “shall give notice to the Association of such intention” and shall furnish “the name and address of the intended tenant” and “a statement of all the terms of the transaction...and such other information as the Association may reasonably require...[;]”and

**WHEREAS**, the Board of Trustees 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; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Trustees 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 forty-five (45) 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 one (1) calendar year 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. All tenant(s)' vehicles must be registered with Management in accordance with the Parking and Towing Resolution promulgated by the Board. Any unregistered vehicle parked at the Association may be subject to towing in accordance with the Association's Parking and Towing Resolution.

6. 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.

7. 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.

8. 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.

9. 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.

10. If any Unit Owner fails to provide any of the required information and documentation to Management within fifteen (15) days of the occupancy of the Unit, this failure shall constitute a violation of the provisions of this Resolution and the Condominium Documents. If fines are imposed in connection with the Unit Owner's violation of this Resolution, the Association shall have the right to tow any vehicle belonging to a tenant or occupant of that Unit in accordance with the Resolution Regarding Parking and Towing.

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

12. 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.

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

**ARBOR GREEN CONDOMINIUM ASSOCIATION, INC.  
RESOLUTION REGARDING RENTAL OF UNITS**

Duly adopted at a meeting of the Board of Trustees of Arbor Green Condominium Association, Inc. held this 20 day of April, 2015.

<u>Officer/Director</u> PRINT NAME	Vote:				SIGNATURE
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	
<u>Pamela Gleason</u>	<u>X</u>	___	___	___	<u>Pamela Gleason</u>
<u>Brian Tudor Leeds</u>	<u>X</u>	___	___	___	<u>Mr. Leeds</u>
<u>Jeanne Ritts</u>	<u>X</u>	___	___	___	<u>Jeanne Ritts</u>
<u>Mary Anne Bennett</u>	<u>X</u>	___	___	___	<u>MA Bennett</u>
<u>Jacqueline Cobb</u>	<u>X</u>	___	___	___	<u>Jacqueline Cobb</u>
_____	___	___	___	___	_____
_____	___	___	___	___	_____

Attest:

Mary Anne Bennett  
Mary Anne Bennett, Secretary

Dated: April 20, 2015

Pamela Gleason  
Pamela Gleason, President

Dated: April 20, 2015

File:

Book of Minutes -  
Book of Resolutions:

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

Resolution Effective: April 20, 2015





EXHIBIT A

**LEASE RIDER**

**BETWEEN**

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**“Landlord(s)”/ “Unit Owner(s)”**

**and**

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**“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

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 Arbor Green 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 one (1) year; or (iii) less than the entire unit.

Upon request by the Association, unit owners must have their tenant(s) complete: (i) a Unit Profile Form, including the names, email addresses, home, work and cell phone numbers of all persons residing in the leased unit; (ii) a list of all pets owned by the tenant or occupant that are kept on Association property; and (iii) a Vehicle Registration Form for all cars owned or used by all persons residing in the leased unit that will be parking in the Condominium, along with a photocopy of the drivers licenses of all licensed drivers who will be residing in the leased unit. **Unit owners are responsible to: (i) request these forms from Management since these they may change from time-to-time and the Association may not have any other notice that a unit is being rented; and (ii) to update the information on the forms as often as is necessary for as long as tenants are residing in the 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.