

**DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.
THIRD AMENDED ADMINISTRATIVE RESOLUTION 26C
REGARDING RENTAL PROCEDURES AND FEES**

WHEREAS, Section 5.11 of the By-Laws states: “The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and may due or cause to be done all such other lawful acts and things as are required by law, by the Master Deed, by the By-Laws or otherwise directed or required to be done or exercised by members of the Association or owners of units, or by others; and

WHEREAS, Section 5.11(p) of the By-Laws empowers the Board, “To make and enforce compliance, by the levying of fines or otherwise, with such Rules and Regulations relative to the facilities, 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 owner, guest and occupants of units, their successors in title and assigns. A copy of such Rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each unit owner promptly upon the adoption thereof or posted in a conspicuous place in the community building”; and

WHEREAS, Section 5.19 of the By-Laws entitled “Rental Restrictions on Units” provides that units shall not be rented for transient or hotel purposes, which is defined as a rental for a period of less than 180 days or if the occupants of the unit are provided customary hotel services such as room services for food and beverages, maid service, furnishings, laundry and linen, bell boy services, etc. Moreover, the same provides that nothing less than an entire unit may be leased and that leases must be in writing and restrictions contained in the governing

documents, rules and regulations, and Condominium Act. Failure to undertake the same is treated as a default under the Lease. Furthermore, unit owners shall deliver a copy of each Lease to the Association. The said section further provides further remedy in the event that the foregoing is not complied with to the extent that the Board is considered attorney-in-fact for the unit owner to seek eviction for failure to abide by the rental restrictions, and

WHEREAS, Section 5.11(Q) governs the obtaining and maintenance to the extent obtainable, in accordance with sound industry practice, certain insurance coverage on individual units, and

WHEREAS, the governing documents, the Condominium Act and case law provide the Association with authority to regulate rentals of condominium units including the review of rental agreements, stipulation of conditions, charge of rental fees, etc., and

WHEREAS, by local ordinance pursuant to State Law, it is required that, at the time of a rental, the owner shall procure a smoke detector certificate and the Association in the interest of protecting the common elements, desire to be provided with a copy of the same; and

WHEREAS, titled owners of certain units have failed to pay the required ongoing maintenance pursuant to the governing documents of the Association, and

WHEREAS, tenants of the titled unit owners have continued to make rental payments to unit owner, and

WHEREAS, the failure of unit owners to in turn make required maintenance payments to the Association has led to the sharing of such costs among other unit owners creating an undue and unnecessary hardship on the remaining unit owners and the Association at large;

WHEREAS, the Board of Trustees finds it necessary to revise and update Administrative

Resolution No. 26C regarding rental procedures and fees;

NOW, THEREFORE, BE IT RESOLVED:

1. All unit owners shall advise the Association if they rent their unit within seven (7) days of entry into the written Lease.
2. All unit owners who rent their units shall utilize the required Association addendum/rider, entitled "Standard Rider to All Leases entered into between Unit Owners and Lessees," which shall include a provision entitled "Assignment of Leases and Rents" in favor of the Association for past due and future maintenance whereby tenant will make rental payment directly to the Association until maintenance is made current.
3. All unit owners who rent their unit shall provide the Association with a copy of the written Lease and Addendum in executed form on an annual basis. All Leases must be in writing; verbal month-to-month Leases are prohibited.
4. All unit owners who rent their unit shall require tenant to obtain, provide and keep in full force for the benefit of the unit owner, during the term of the Lease, liability insurance insuring the tenant and unit owner against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the premises for injuries to any person for limits of not less than \$300,000. Unit owner shall, at least 15 days prior to the expiration or termination date on the policy, deliver a renewal or replacement policy with proof of payment to the Association. Unit owner shall then deliver a copy of such renewal or replacement policy to the Association. Upon the initial rental of the unit, unit owner shall provide a copy of such policy to the Association within 7 days of entry into the written Lease.

5. All unit owners who rent shall remit a rental agreement processing fee of \$125.00 at the time any unit is converted to a rental unit. Thereafter, all unit owners who rent shall remit a rental agreement processing fee of \$100.00 on April 15th of every year it is rented. Processing fees shall cover all clerical, office and file expenses relative to the monitoring of rental units. All processing fees shall be payable to Darlington Ridge Condominium Association. All unit owners shall ensure that a copy of the current written Lease is on file with the Association. All processing fee payments and Leases shall be forwarded to the Association offices at 1225 Mulberry Drive, Mahwah, New Jersey 07430.

6. After the expiration of each lease, there is a 30-day time frame within which to submit the new lease or advise that there is no new renter and to turn in any pool passes. Otherwise, unit owner will be subject to fining pursuant to the within fine schedule.

7. If the unit is not being rented and is being kept vacant, any issued pool passes must be returned to the Association.

8. All unit owners shall provide the Association with a copy of their smoke detector/carbon monoxide certificate, which is required by local ordinance to be procured from the Township of Mahwah, at the time of leasing and re-leasing their unit, with the lease and fee.

9. Anyone violating this Resolution will be sent a Notice of Violation and Cease and Desist Order indicating the hearing date, fine and/or sanction which can be imposed as follows:

- A. First violation - \$75.00;
- B. Second violation - \$150.00 within 12 months of the first violation;
- C. Additional offenses up to \$500.00 per violation within 12 months of the 2 prior violations;

D. Possible pursuit of injunctive relief.

10. If a violator wishes to contest the notification, a full hearing will be held before the Covenants Committee and/or ADR Committee. Otherwise, the fine, sanction or order noted will be due and owing and will be treated as other delinquencies or violations pursuant to the governing documents.

**DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.
STANDARD RIDER TO ALL LEASES ENTERED INTO
BETWEEN UNIT OWNERS AND LESSEES**

1. This Rider is an integral part of all Leases with regard to all units within the subject Association. Failure to include this Rider in all such Leases will subject the unit owners to fines, penalties and/or revocation of privileges as provided for in the governing documents.
2. It is agreed to by the parties hereto that all unit owners/lessees are obligated to comply with the By-Laws and Master Deed of the Association, all rules and regulations and resolutions. Failure to comply with the same will subject said parties to fines, penalties and/or evocation of privileges as provided for by said documents. See By-Laws, articles 1.02, 4.02, 5.09(P).
3. The subject Lease shall not be for any period of time less than 180 days. See Master Deed, Article 5.19.
4. The Lease shall not include the provision of customary hotel services, such as room service for food and beverages, maid service, furnishing laundry and linen, bell boy services, etc. See Master Deed, Article 5.19.
5. The Lease shall be for the entire unit and not just a portion of the same. See Master Deed, Articles 5.03, 5.19.
6. The Lease shall be for private, single family residential living for use as a single housekeeping unit. There shall be no more than a total of 3 full time residents of a one (1) bedroom unit; 5 full time residents of a two (2) bedroom unit and 6 full time residents of a three (3) bedroom unit. See Master Deed, Article 5.03.
7. Failure of a tenant/lessee to comply with the governing documents shall be a default under the Lease. See Master Deed, Article 5.19.
8. The unit owner shall deliver a copy of the required written Lease with the Association. See Master Deed, Article 5.19.
9. Tenant/Lessee shall obtain, provide and keep in full force for the benefit of the unit owner during the term of the Lease, liability insurance insuring the Tenant/Lessee and unit against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the premises for injuries to any person for limits of not less than \$300,000. Such policy and all renewals are to be provided to unit owner at least 15 days prior to expiration or termination date on the policy. Unit owner shall at least 15 days prior to expiration or termination date of policy deliver a renewal or replacement policy with proof of payment to the Association.

10. In the event that a tenant/lessee fails to comply with the governing documents, in addition to other remedies, when notified by the Association of such violations, the unit owner shall remedy the same within 30 days after notice. If the violation is not remedied, the unit shall immediately at his/her own expense, initiate and diligently prosecute an eviction action. Any such action cannot be settled or compromised without prior written consent of the Association. If the owner fails to comply, the Association has the right to institute such action as the unit owners attorney-in-fact at the unit owners sole cost and expense, including legal fees. Such costs are a lien on the unit to be enforced and collected as common expenses pursuant to the governing documents.
11. The Lease of the unit does not relieve the unit owner of the responsibility to pay maintenance, assessments and fines. In the event the unit owner defaults on such payment, it is agreed that rental lease payments shall be assigned to the Association to satisfy the same until fully paid. Such assignment shall not place the lessee in default or breach of the Lease. Such assignment shall require rental payments to be made directly to the Association, when notified by the Association or its Property Manager, with notice to the unit owner, until further notice of the Association.
12. Any fines imposed by the Association due to the conduct of the lessee shall be the responsibility of the lessee and the unit owner.
13. This Lease shall not be valid until such time as a \$100.00 Lease processing fee is paid to the Association by check made payable to Darlington Ridge Condominium Association, Inc., and forwarded to the Association's office at 1225 Mulberry Drive, Mahwah, New Jersey 07430. Leasing without the required Lease and Rider shall subject the unit owners and tenants to sanctions per the governing documents and resolutions.
14. Pursuant to municipal ordinance, the unit owner shall procure a valid smoke detector certificate which shall be provided to the lessee and the Association. Failure to procure and provide the same shall subject the unit owner to sanctions per the governing documents and resolutions.
15. The governing documents of Darlington Ridge Condominium Association, Inc. requires the payment of monthly maintenance. Landlord is entitled to collection of rents pursuant to the terms and conditions of this Lease. Upon the filing of a duly recorded Notice of Lien by the Association against the unit, Landlord hereby assigns to Darlington Ridge Condominium Association, the rental payments for this Lease to be applied toward the unpaid balance of any past due maintenance and all other indebtedness of Landlord to Darlington Ridge Condominium Association, Inc. The terms and conditions of this Rider constitute good and valuable consideration for the assignment and collection of such rents. Tenant, upon notice of the filing of the Notice of Lien, hereby agrees to make such payments in lieu of rental payments directly to Darlington Ridge Condominium Association, Inc. This assignment shall be binding upon and shall inure to the benefit of

Darlington Ridge Condominium Association, Inc., its respective successors, assigns, heirs or personal representatives.

Witness

(Unit Owner- Sign)

(Unit Owner - Print Name)

Witness

(Unit Owner - Sign)

(Unit Owner - Print Name)

(Unit owner address)

Witness

(Lessee - Sign)

(Lessee - Print Name)

Witness

(Lessee - Sign)

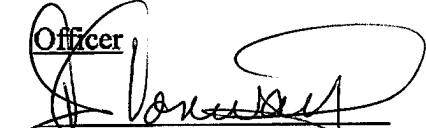




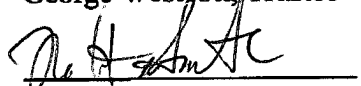
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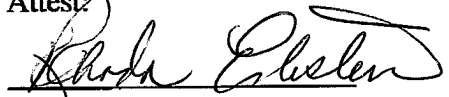
DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: Administrative No. 26C (Third Amended)

Pertaining to: Rental Procedures and Fes

Duly adopted at a meeting of the Board of Trustees of Darlington Ridge Condominium Association, Inc.

<u>Officer</u>	<u>Vote:</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
	<u>Yes</u>			
 Deb Conway, President	✓			
 Carrie Longson, Vice-President	✓			
 Rosalind Leonessa, Treasurer	✓			
 Rhoda Erbsstein, Secretary	✓			
 Linda Dominick, Trustee	✓			
 George Westcott, Trustee				✓
 Robert Smith, Trustee	✓			

Attest:

Rhoda Erbsstein, Secretary

February 27, 2017
Date

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

Resolution Effective: _____
Resolution Expires: _____