

Block: 72.08
Lot: 3C0503

Prepared By: _____
Jeffrey A. Sirot, Esq.

SUN RIDGE OWNERS ASSOCIATION, INC.

Resolution Regarding Leasing of Units

Resolution No. 2019-001

P R E A M B L E

WHEREAS, the Sun Ridge Owners Association, Inc. (hereinafter referred to as the "Association") is a New Jersey non-profit corporation established under the laws of the State of New Jersey which serves to administer and manage the planned residential community known as "Sun Ridge," located in the Township of Flemington, County of Hunterdon, State of New Jersey;

WHEREAS, the Association is governed by the Sun Ridge Restated and Amended Declaration of Covenants, Conditions and Restrictions (the "Declaration") and the Amended By-laws (the "By-laws") which were recorded in the Hunterdon County Clerk's Office on October 25, 2002, in Deed Book 2050 at Page 824;

WHEREAS, Article V, Section 3, of the Declaration empowers the Board of Trustees (the "Board") to adopt such rules and regulations as it deems reasonable and appropriate;

WHEREAS, the Board has determined that it is in the best interest of the Association for the Board to adopt the following rules and regulations regarding the leasing of units within the Association;

WHEREAS, this Resolution was duly introduced and thereafter adopted at a regular scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board present and eligible to vote on this matter; and

NOW THEREFORE BE IT RESOLVED, on this 13 of February, 2019, that the Board hereby establishes and adopts this Resolution in connection with the leasing of units within the Association:

1. No unit owner shall lease a unit for a term of less than one (1) year;
2. No unit owner shall lease a unit to be used for any purpose other than a residential dwelling;
3. Every lease to a unit shall have annexed thereto a lease rider executed by the tenant(s) that the tenant(s) agree(s) to abide by the Association's Declaration, By-Laws, Resolutions, and Rules and Regulations (collectively, the "Governing Documents") and

the failure to adhere to any provision contained therein shall be deemed a material breach and default of the lease. The lease rider shall be in the form of the lease rider annexed hereto as Exhibit "A".

4. A unit owner shall not enter into a lease until he/she has obtained the Association's prior written approval.
5. Prior to leasing a unit, the unit owner shall provide the Association's managing agent with a copy of the proposed lease along with a lease rider executed by the prospective tenant(s).
6. Any unit owner that acts in violation of the Association's Governing Documents pertaining to leasing, including this resolution, shall be subject to a fine in the amount of \$100.00. Each day that said violation continues shall be deemed a separate violation.
7. Any monies due hereunder shall be collected by the Association in the same manner as maintenance assessments.
8. Any provision contained in any previously adopted Resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provisions contained herein shall govern.
9. This resolution supersedes Resolution No. 2017-004, which prior resolution is hereby rescinded.
10. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
11. In addition to any provisions set forth herein, the Association may exercise all rights and remedies available to it at law, in equity, in addition to those rights as set forth by the Declaration, By-Laws, all amendments thereto, resolutions and/or the Rules and Regulations.
12. Should the Association deem it necessary to enforce the terms of this Resolution against a unit owner, the unit owner shall be responsible for all costs and fees incurred by the Association, including but not limited to reasonable attorneys' fees and other costs incurred in connection with the enforcement of this Resolution.
13. This Resolution shall be effective on the date of adoption.
14. The Hunterdon County Clerk is authorized, requested, and directed to note, in the margin (and/or other appropriate place) on the Declaration, reference to this Resolution (and to any other amendment or resolution which has been adopted in accordance with the terms of the Governing Documents).

15. The Association shall prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all unit owners.

ATTEST:

SUN RIDGE OWNERS ASSOCIATION, INC.



, Secretary

By: 

, President

EXHIBIT "A"
RIDER TO LEASE
SUN RIDGE OWNERS ASSOCIATION, INC.

This Rider to Lease of unit located at _____ is made and entered into this ____ day of _____, ____ by and between _____ (hereinafter referred to as "Tenant"), _____ (hereinafter referred to as "Unit Owner") and Sun Ridge Owners Association, Inc. (hereinafter referred to as "Association"). In the event of a conflict between this Rider and the Lease, this Rider shall govern.

The Unit Owner and Tenant hereby agree as follows:

I/We _____ [insert name of Tenant, lessee or other occupants] (hereinafter referred to as "Tenant") acknowledge receipt of a copy of the Restated and Amended Declaration of Covenants, Conditions and Restrictions, Amended By-Laws, and Rules and Regulations ("collectively referred to as Governing Documents) of the Association from the Unit Owner, which Tenant has examined to the extent he desires. I/We agree to comply with and be subject to the Governing Documents, as same may be amended from time to time. I/We further understand and agree that Tenant shall be jointly and severally liable with the Unit Owner for any violations of said Governing Documents by the Tenant and/or Tenant's guests or invitees. I/We further understand and agree that any failure of the Tenant to fully comply with the terms and conditions of the Governing Documents shall constitute a material breach and a default under the lease.

Moreover, I/We fully understand and agree that if the owner of the unit that is the subject of this Lease and/or tenancy or occupancy agreement fails to make timely payments to the Association of all duly assessed common expenses, special assessments fines and/or other charges or fees, that Tenant, upon written notice of the Unit Owner's default, is and shall be responsible for making its rent payments directly to the Association. Tenant further understands and agrees that if the Unit Owner fails to make such timely payment, the Association shall require immediate payment from Tenant and that if Tenant fails to make such payment, the Association may sue to evict Tenant, foreclose on Tenant's rights, collect payment of all rents owed from Tenant, and/or pursue any other legal or equitable remedies against Tenant, including any remedies that are available against the Unit Owner, or would be so available if the Unit Owner still resided in the unit.

Tenant and Unit Owner agree that any rent, lease payment, or other funds due from Tenant to Unit Owners shall be reduced by the amount of any payment that Tenant is obligated to make to the Association, pursuant to the provisions of this Lease Rider and the Governing Documents, as same may be amended from time to time, as a result of the Unit Owner's failure to make any payments to the Association as required.

Tenant and Unit Owner understand and agree that each shall be jointly and severally liable for all reasonable attorneys' fees and costs incurred by the Association in regard to the

enforcement of this Lease Rider and any provisions of the Governing Documents, as may be amended from time to time, including but not limited to attorneys' fees and costs related to prosecuting an action for eviction against Tenant and to collect payment of all amounts owed.

The Unit Owner appoints the Association as its attorney-in-fact for purposes of enforcing against any lessee, Tenant, or other occupant the remedies set forth in this Rider and/or Governing Documents of the Association, as same may be amended from time to time.

OWNER/OCCUPANT INFORMATION

Unit Owner(s) Name _____

Unit Owner(s) Address _____

Home Phone _____ Business/Cell Phone _____

Tenant(s) Name(s) and Age(s) _____

Tenant's Home Phone _____ Tenant's Business/Cell Phone _____

Tenant's Automobile, Make, Model, License
Number _____

Lease Dates: From ____ / ____ / ____ To ____ / ____ / ____

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 five (5) days prior to commencement of the term of the Lease or any renewal/extension thereof.

Witness:

Unit Owner

Tenant

Tenant

Sun Ridge Owners Association, Inc.

STATE OF NEW JERSEY :
: ss.
COUNTY OF HUNTERDON :

I CERTIFY that on February 13, 2019, Jerome Dombrowski personally came before me and this person acknowledged under oath, to my satisfaction, that:

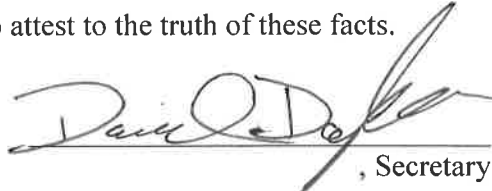
a) this person is the Secretary of the Sun Ridge Owners Association, Inc., (the "Corporation"), a corporation of the State of New Jersey, named in this document;

b) this person signed this document as attesting witness for the proper corporate officer who is Jerome Dombrowski the President of the Corporation;

c) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Trustees (the "Board");

d) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board at which a quorum was present, by a majority vote of the members of the Board eligible to vote on this matter; and

e) this person signed this document to attest to the truth of these facts.


_____, Secretary

Sworn and Subscribed to before me this

13 day of February 2019.



DEBBIE L. HARABURDA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/1/2020

Record & Return to:

CURCIO MIRZAIAN SIROT LLC
5 Becker Farm Road, Suite 406
Roseland, NJ 07068