



**SOMERSET COUNTY**  
**DOCUMENT COVER SHEET**

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DATE OF DOCUMENT: <b>December 10, 2021</b>	TYPE OF DOCUMENT: Resolution Pertaining to Leasing of Owner's Units
FIRST PARTY (Grantor, Mortgagor, Seller or Assignor) The Signal Point Neighborhood Condominium Association, Inc.	SECOND PARTY (Grantee, Mortgagee, Buyer, Assignee)
ADDITIONAL PARTIES:	

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

MUNICIPALITY:	MAILING ADDRESS OF GRANTEE:
BLOCK:	
LOT:	
CONSIDERATION:	

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY**

BOOK	PAGE	INSTRUMENT #	DOCUMENT TYPE

**DO NOT REMOVE THIS PAGE**  
**THIS DOCUMENT COVER SHEET IS PART OF THE SOMERSET COUNTY FILING RECORD**  
**RETAIN THIS PAGE FOR FUTURE REFERENCE**

**SIGNAL POINT NEIGHBORHOOD  
CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION PERTAINING TO LEASING OF OWNER'S UNITS**

**WHEREAS**, Signal Point Neighborhood Condominium Association, Inc., is a New Jersey not-for-profit organization, governed in part by By-Laws, established in accordance with N.J.S.A. § 45:22A-21, *et seq.*, and a Master Deed, which was recorded in the Somerset County Clerk's Office on March 17, 1987, in Deed Book 1622, Page 189, *et seq.*; and

**CONTINUED ON FOLLOWING PAGE**

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**RECORD & RETURN TO:**

Jennifer L. Alexander, Esq.  
GRIFFIN ALEXANDER, P.C.  
415 Route 10, 2<sup>nd</sup> Floor  
Randolph, NJ 07869

**SIGNAL POINT NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION PERTAINING TO LEASING OF OWNER'S UNITS**

**WHEREAS**, Section 5.06 (F) of the Master Deed grants the Association the right to make, establish, promulgate, and, in its discretion, amend, repeal, or reenact Rules that are not in contradiction to the Master Deed, as it deems proper, covering any and all aspects of its function, including the use and occupancy of the Condominium Property; and

**WHEREAS**, Section 4.09 of the Master Deed subjects any leasing of units to the terms and conditions of the Master Deed, and limits the rental of units by Owners to not less than 30 days, and that the Unit Owner shall provide the name of each tenant or lessee to the Secretary of the Condominium Association prior to the commencement of the lease term; and

**WHEREAS**, Section 4.03 of the Master Deed permits the Association to impose a fine on Owners of \$50.00 for each violation, for a period not to exceed thirty (30) days, of the Restrictions adopted by the Association caused by the Owner, family member of said Owner, guest, licensee, lessee or invitee of such Owner; and

**WHEREAS**, Section 4.03 of the Master Deed permits the Association to suspend the rights of the Owner and the Owner(s) family, guest, licensees, lessees, and invitees use of the Common Elements if there are violations of the restrictions; and

**WHEREAS**, Article IX (e) of the By-Laws permits the Association to exercise all powers, duties and authority vested in or delegated to the Condominium Association by the Master Deed; and

**NOW THEREFORE BE IT RESOLVED**, that any and all prior resolutions pertaining to leasing of units are repealed and the following is hereby adopted:

1. All terms in this Resolution shall have the same definitions as set forth in the Association's governing documents unless defined herein.
2. The term "Unit Owner" shall herein refer to the "Lessor."
3. The leasing of a Unit does not relieve the Unit Owner from his or her obligation to comply with the Association's governing documents.
4. Every Unit not occupied by one or more of its record Owners must be the subject of a written lease memorializing the terms of the parties' understanding as to occupancy and signed by the Unit Owner and occupant ("Lease"). The Lease shall be for a minimum term of thirty (30) days, except where permitted by the Association's Master Deed or Bylaws. The Lease must contain a lease rider in the form attached as Exhibit "A" ("Lease Rider"). The Lease and Lease Rider shall be signed by the Unit Owner and all lessees and occupants.
5. All Unit Owners with existing arrangements for use or occupancy shall, within ten (10) days of this Resolution becoming effective, provide the Association with copies of all

leases or other arrangements for use and/or occupancy, along with the Unit Owner's current address, and the names and other contact information of the tenant(s). All leases or documents of other arrangements must be signed.

6. Within ten (10) days of executing a Lease Agreement or Lease Renewal, the Unit Owner shall submit payment of one month of maintenance, as an administrative fee. This fee is due no later than January 1st of each year. The administrative fee shall be paid by the Unit Owner annually and shall continue to be paid annually during each year or part thereof that the Unit is rented and/or leased. There is no pro-ration of this fee.
7. Any Unit Owner who is leasing a Unit or who is the owner of a Unit that is not occupied by one or more of its record Owners must submit the following to the Association's management company no less than ten (10) days prior to any new occupancy of the Unit and no less than five (5) days prior to any lease renewal:
  - a. A fully executed copy of the Lease Agreement documents with a copy of the Lease Rider attached thereto.
  - b. A certificate of insurance showing proof of renter's insurance policy having a personal liability limit of not less than \$100,000.00 and personal property coverage at a limit equal to full replacement cost value of occupant(s)' personal property.
  - c. For any renewal of a lease or occupancy period, the Unit Owner and all tenants shall also execute and return to the Association the Association's Lease Rider and any other documents required by the Association. The Lease Rider, in a form approved by the Board, shall include, but not be limited to the provisions listed in this Resolution.
  - d. If the tenant does not sign the Association's Lease Rider and any other documents required by the Association, the Unit Owner shall serve the tenant a Notice to Quit and prosecute an eviction in accordance with N.J.S.A. 2A:18-61.1(i).
  - e. Failure to abide with the entirety of this paragraph shall result in the posting of a \$50.00 fine the Unit Owner's account. So long as the fine remains unpaid, the Unit Owner shall not be considered a member in good standing and all amenities of the community shall be denied to the Unit Owner and tenant.
8. Units shall be not be rented or used by Unit Owners for transient or hotel purposes or any rental where the occupants are provided customary hotel services, such as room service for food and beverages, maid service, furnishing, laundry and linen, and bellboy services. Occupancy must be continuous by the authorized occupants. No Unit Owner may lease less than the entire Unit. Units shall not be advertised on, or leased through, websites or companies that serve as an online marketplace for short term rentals including but not limited to Airbnb, FlipKey, HomeAway, or VRBO.

9. All Leases shall:

- a. Be in writing and signed by Unit Owner and all lessees and occupants;
  - b. Contain the full names of all lessees and occupants under the lease. Telephone numbers shall also be provided. Guests who stay more than thirty (30) days, whether they are paying rent or not, shall be considered lessees and all requirements of this Resolution shall apply including the requirement that a Lease and Lease Rider be executed.
  - c. Contain the contact information for the Unit Owner with the Unit Owner's new address and telephone number; and
  - d. State that the terms of the Lease are subject to the Association's governing documents and any amendments that may be made from time to time. The Lease must provide that failure by the lessee to comply with the terms and conditions of such documents shall be deemed a material default under the Lease and be grounds for termination and eviction.
  - e. Contain the Association's Lease Rider, signed by all parties to the Lease.
10. In any leasing by a Unit Owner to his or her lessee, the persons occupying the Unit shall be deemed to be lessees whether or not each individual signs the Lease.
11. Unit Owners shall be responsible for the conduct of their lessees and occupants and their respective guests. If a Unit Owner's lessee or occupant, or their respective guest, fails to comply with the provisions of the Association's governing documents or applicable law, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within **thirty (30) calendar days after such notice**. If such violation(s) is (are) not remedied within the **thirty (30) day period**, then the Unit Owner shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against the lessee(s) or occupant(s) on account of such violation(s). Such suit shall be at the Unit Owner's own expense. Such action shall not be compromised or settled without the prior written consent of the Board. In the event that the Unit Owner fails to fulfill the foregoing obligation, the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the Unit involved collected by the Board in the same manner as the Board enforces the collection of delinquent assessments. By acceptance of a deed to any Unit, each and every Unit Owner automatically and irrevocably names, constitutes, appoints, and confirms the Board as his attorney-in-fact for purposes described in this paragraph. The Association may, at any time, send a "Notice to Cease" to a lessee, occupant, or guest so as to notify them that the Association takes issue with their conduct.

12. Delinquency of Unit Owner/Lessor: Should a Unit Owner become delinquent on maintenance fees, special assessments, charges, late fees, and any costs of collection, including attorney fees (collectively, "charges"), the Association shall be permitted to initiate collection efforts against said Unit Owner/Lessor. These collection efforts may include filing an application for a rent levy, in which rental payments made by the tenant/lessee would be collectible directly by the Association.

13. The failure of a Unit Owner, or his or her lessee or occupant, to comply with rules and regulations set forth in this Resolution shall result in the posting of a \$50.00 fine per day to the Unit Owner's account for as long as the Unit Owner is not in compliance, for a maximum of thirty (30) days, with this Resolution. So long as the fine remains unpaid, the Unit Owner shall not be considered a member in good standing and all amenities of the community shall be denied to the tenant.

14. If any provision of this Resolution shall be deemed unenforceable or is struck down by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

This Resolution is adopted this 10<sup>th</sup> day of December, 2020, by the Board of Trustees of Signal Point Neighborhood Condominium Association, Inc.

ATTEST:

SIGNAL POINT NEIGHBORHOOD  
CONDOMINIUM ASSOCIATION, INC.

Halli Lieberman  
Halli Lieberman, Secretary

Tracy A. Stance  
Tracy A. Stance, President

**Exhibit “A” – Lease Rider**

**SIGNAL POINT NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.**

**LEASE RIDER**

This Rider to the Lease between \_\_\_\_\_  
("Landlord" / "Unit Owner") and \_\_\_\_\_ ("Tenant") for the  
Condominium Unit located at \_\_\_\_\_ entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_ (the "Lease").

**IT IS HEREBY AGREED** to as follows:

1. **LEASE SUBJECT TO MASTER DEED, BY-LAWS AND RULES AND REGULATIONS.** The governing documents of the Signal Point Neighborhood Condominium Association, Inc. (the "Association"), including the Master Deed, By-Laws, Rules and Regulations, and Association Resolutions, and any amendments thereto (the "Governing Documents"), constitute material provisions of the Lease and are incorporated by reference in the Lease. By signing this Rider, Tenant agrees to comply fully with the provisions of the Governing Documents. If any provision of the Lease is inconsistent with the Governing Documents, the Governing Documents shall control.
2. **VIOLATION OF THE GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION.** Failure to comply with the Governing Documents constitutes a material breach of the Lease and grounds for termination and eviction. In the event Tenant fails to comply with any provision of the Governing Documents, then, in addition to all other remedies which it may have, the Association may notify Unit Owner of such violations and demand that the same be remedied through Unit Owner's efforts, at the Unit Owner's sole expense.
3. **FAILURE OF UNIT OWNER TO PAY MONTHLY COMMON ASSESSMENT CHARGES.** Unit Owner agrees that in the event Unit Owner fails to pay any assessment (annual or special) or any other amount due or owing the Association, , the Association shall be permitted to initiate collection efforts against said Unit Owner/Lessor. These collection efforts may include filing an application for a rent levy, in which rental payments made by the tenant/lessee would be collectible directly by the Association. If the Unit Owner is in default in the payment of any assessment (or a portion thereof) (annual or special), or any other amount due or owing to the Association, including but not limited to fines or penalties, the Association shall have the right to suspend Tenant's right to use all recreational facilities and amenities, and such other rights and privileges as are set forth in the Governing Documents.
4. **FINES AND CHARGES.** Unit Owner is responsible for paying to the Association any fines, costs and expenses and remedial assessments properly assessed against the Unit by the Association as a result of the actions or inactions of Tenant. However, the Tenant acknowledges that Tenant shall reimburse the Unit Owner for the amount of fines paid by the Unit Owner to the Association.



5. **NO AMENDMENTS OR SUBLET.** Tenant shall not sublet, assign, or transfer all or any part of the Lease or the Unit without the prior written consent of the Landlord and the Association.
6. **NO RENTAL FOR TRANSIENT OR HOTEL PURPOSES.** Tenant expressly acknowledges that the Governing Documents provide that no Unit shall be rented by a Unit Owner or otherwise utilized for transient or hotel purposes. Transient or hotel purposes are defined as any rental if the users or occupants of the Unit are provided customary hotel services, including but not limited to room service for food and beverages, maid service, laundry and/or linen service, and bellboy service. Unit Owner and Tenant warrant and represent to the Association that the Unit is not being and shall not be rented or utilized for transient or hotel purposes, as so defined.
7. **EXECUTION OF LEASE RIDER.** Unit Owner and Tenant acknowledge and agree that a copy of this Lease Rider shall be furnished to the Association [prior to] [\_\_\_\_\_] (\_\_\_\_\_) business days prior to] the commencement of the term of the Lease or any renewal thereof.
8. **OCCUPANTS.** The Unit must be occupied in accordance with applicable law. Accordingly, for identification purposes and Association recordkeeping, the following individuals will be occupying the Unit.

Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____

IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT, TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO TERMINATION AND EVICTION.

9. **COUNTERPARTS.** This Lease Rider may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands on the date(s) noted below.

Dated:

\_\_\_\_\_

\_\_\_\_\_

Unit Owner

\_\_\_\_\_

Dated:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Unit Owner

\_\_\_\_\_

Tenant

\_\_\_\_\_

Tenant

**LEASE EXTENSION / RENEWAL INFORMATION FORM**

It is mutually understood and agreed that a lease dated \_\_\_\_\_ and a lease extension dated \_\_\_\_\_ (collectively the "Lease") exists between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") for the premises known as \_\_\_\_\_ (the "Unit").

It is hereby agreed that the Lease, including the Lease Rider, shall be extended commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_.

The undersigned agree that this extension or renewal of the Lease shall include all of the terms and conditions contained in the original Lease and Lease Rider.

Dated:

\_\_\_\_\_

\_\_\_\_\_

Unit Owner

\_\_\_\_\_

\_\_\_\_\_

Unit Owner

Dated:

\_\_\_\_\_

\_\_\_\_\_

Tenant

\_\_\_\_\_

\_\_\_\_\_

Tenant

I certify that the vote for this Resolution was as follows:

Trustee	Yes	No	Abstain	Absent
President <i>Nancy A. Stalao</i>	✓			
Vice President <i>Denise Archer</i>	✓			
Secretary <i>Halli Lieberman</i>	✓			
Treasurer <i>P. Passmore</i>	✓			
Trustee <i>Heilyn</i>	✓			

*Halli Lieberman*  
Halli Lieberman, Secretary

*December 10, 2021*  
Date

STATE OF NEW JERSEY

:

:ss

COUNTY OF MORRIS

:

I certify that on December 10, 2021, personally came before me,  
Halli Lieberman (Secretary), and that this person acknowledged under oath, to my  
satisfaction, that:

- (a) this person is the Secretary of the Board of Trustees of the Corporation named in this document;
- (b) this person is attesting witness to the signing of this document by Tracey Starace (President), the proper corporate officer who is the President of the Corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by the proper resolution of its Board of Trustees;
- (d) this person knows the proper seal of the Corporation which was affixed to this document; and
- (e) this person signed this proof to attest the truth to these facts.

Halli Lieberman  
\_\_\_\_\_, Secretary  
Print Name under Signature  
Halli Lieberman

Sworn and Subscribed to before me this  
19 day of December, 2021

Robin L. Esteves

ROBIN L. ESTEVES  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/5/2025

EXP. 2-5-2025

