

Prepared by:


Daniel T. Kopec, Esq.

**FIRST AMENDMENT TO THE MASTER DEED
FOR
SIGNAL POINT NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.
BEDMINSTER, NEW JERSEY**

Filed by: Signal Point Neighborhood Condominium Association, Inc.
c/o Daniel T. Kopec, Attorney at Law
184 Main Street, 2nd Floor
Chester, New Jersey 07930

For

SIGNAL POINT NEIGHBORHOOD CONDOMINIUM ASSOCIATION, INC.

Pursuant to the requirements of Planned Real Estate Development Full Disclosure Act
(N.J.S.A. § 45:22A-21, *et seq.*)

NOTICE TO PURCHASERS

THIS AMENDMENT IS FOR INFORMATIONAL PURPOSES. PURCHASERS SHOULD ASCERTAIN FOR THEMSELVES THAT THE PROPERTY OFFERED MEETS THEIR PERSONAL REQUIREMENTS. THE NEW JERSEY DIVISION OF HOUSING HAS NEITHER APPROVED NOR DISAPPROVED THE MERITS OF THIS AMENDMENT.

Master Deed was recorded in the Somerset County Clerk's Office on March 17, 1987, Deed Book 1622, Page 189, *et seq.* The By-Laws were recorded as an Exhibit to the Master Deed at Page 292, *et seq.*

Record and Return to:

Daniel T. Kopec, Esq.
The Law Office of Daniel T. Kopec
184 Main Street, 2nd Floor
Chester, New Jersey 07930

**FIRST AMENDMENT TO THE MASTER DEED
FOR
SIGNAL POINT NEIGHBORHOOD
CONDOMINIUM ASSOCIATION, INC.**

**REGARDING THE LEASING OF OWNERS'
UNITS AND THE ASSIGNMENT OF RENTS**

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 By-Laws recorded on the same date as an Exhibit to the Master Deed at Page 292, *et seq.*; and

WHEREAS, Article IV, 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, Article IV, 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 IV, Section 4.09, of the Master Deed requires that the lease of any Unit must provide that the terms of the lease are subject to the terms and conditions of the Master Deed; and

WHEREAS, Article IV, Section 4.09, of the Master Deed requires that the lease of any Unit must not be for fewer than thirty (30) days; and

WHEREAS, Article IV, Section 4.09, of the Master Deed requires that any Owner who leases any Unit must provide the Secretary of the Association with the name of each tenant or lessee, the term of such lease, and address of the Unit, prior to the commencement of such lease; and

WHEREAS, Article VII, Section 7.02, of the Master Deed requires that a vote of two-thirds ($\frac{2}{3}$ rds) of the Owners is required to amend the Master Deed.

WHEREAS, the Board of Trustees (the "Board") finds it in the best interest of the community to promulgate rules and regulations concerning the leasing of Units; and

WHEREAS, on May 3, 2022, this Amendment to the Master Deed was approved by a two-thirds ($\frac{2}{3}$ rds) majority of Owners, as required by Article VII, Section 7.02, of the Master Deed; and

NOW THEREFORE BE IT RESOLVED, that any and all prior resolutions pertaining to leasing of units and assignment of rents are repealed, with the exception of the "Resolution

Pertaining to Leasing of Owners' Units" passed on May 3, 2022, and the following is hereby adopted:

1. The language of Article IV, Section 4.09, of the Master Deed is amended to include Subsection A, which shall read as follows:

A. Leasing of Units.

(a) No more than thirty percent (30%) of all Units in the Condominium Association are permitted to be leased by Members to tenants at any one time.

(b) Should a Member desire to lease a Unit to a tenant, the Member must first request permission from the Board of Trustees.

(c) If thirty percent (30%) or more of all Units in the Condominium Association are being leased by Members to tenants, the Board of Trustees shall establish a waiting list:

(1) said waiting list shall list each Unit requested to be leased to a tenant, the corresponding Member who has requested to lease said Unit to a tenant, and said Member's preferred contact information; and

(2) the Members and Units listed thereon shall be arranged in order from the earliest to the most recent request to lease a Unit to tenants.

(d) If permitting the requesting Member to lease a Unit to a tenant would result in greater than thirty percent (30%) of all Units in the Condominium Association being leased to tenants:

(1) the requesting Member shall not be permitted to lease said Unit; and

(2) the Board of Trustees shall not grant such permission; and

(3) the Board of Trustees shall place the requesting Member, the corresponding Unit, and the requesting Member's preferred contact information, onto the waiting list in the appropriate order, pursuant to Article IV, Section 4.09, Subsection A (c), herein.

(e) Should the number of Units being leased to tenants by Members decrease to below thirty percent (30%) of all Units in the Condominium Association, the Board of Trustees shall begin contacting those Members on any waiting listed

created pursuant to Article IV, Section 4.09, Subsection A(c), herein.

- (1) The Board of Trustees shall notify said Members in order from those who requested to Lease a Unit to a tenant earlier to those who requested more recently.
 - (2) The Board of Trustees shall notify said Members via their preferred contact method as indicated in the waiting list.
 - (3) If, upon contacting a Member on the waiting list, the Member is no longer interested in presently leasing a Unit to a tenant, said Member shall be removed from the waiting list, and the Board of Trustees shall contact the next Member in order.
 - (4) If a Member does not respond to the Board of Trustees attempt to contact said Member within a reasonable amount of time, said Member shall be moved to the bottom of the waiting list, and the Board of Trustees may proceed to contact the next Member on the waiting list.
- (f) If permitting a requesting Member to lease a Unit to a tenant would not result in greater than thirty percent (30%) of all Units in the Condominium Association being leased to tenants:

- (1) the requesting Member shall be permitted to lease said Unit to a tenant, providing said Member is next on the waiting list, and upon approval of the Board of Trustees, and pursuant to any other rules or regulations set down herein, the By-Laws, or in any resolutions the Board of Trustees may pass; and
- (2) the Board of Trustees shall not unreasonably withhold such permission.

(g) Each Member is required to inform the Board of Trustees within ten (10) days of ceasing renting a Unit and holding out or advertising said Unit as available for leasing. The Board of Trustees shall use this information to determine and monitor the number of Units being leased to tenants by Members. The Board of Trustees may issue a fine against a Member if:

- (1) it is discovered that said Member is no longer renting a Unit or holding out or advertising said Unit as available for leasing; and

(2) said Member failed to notify the Board of Trustees of the same within ten (10) days.

(h) This Amendment shall only apply to Owners who purchase a Unit after the filing of this Amendment. Any Member already owning a Unit upon the passage of this Amendment to the Master Deed, whether or not said Unit is currently being rented, shall be permitted to lease said Unit:

(1) regardless of the percentage of all Units in the Condominium Association being leased to tenants; and

(2) subject to any other rules or regulations set down herein, the By-Laws, or in any resolutions the Board of Trustees may pass; and

(3) until such time as said Member ceases to be a Member of the Association.

2. The language of Article IV, Section 4.09, of the Master Deed is amended to include Subsection B, which shall read as follows:

B. Assignment of Rents.

(a) At commencement of a tenancy, any Member leasing a Unit is required to submit to the Board of Trustees, a signed lease rider, in a form approved by the Board, which shall be executed by both the tenant and the Member.

(b) Subject to the rights of holders of first security interests, the Association may collect rent due from a tenant to a Delinquent Member an amount not more than the unpaid arrears owed, including but not limited to: Annual Common Expense Assessments; unpaid Special, Emergency, Remedial, Capital Improvement, or Other Assessments; charges; late fees; interest; and costs of collection, including reasonable attorney's fees (collectively, "charges"). "Delinquent Member" means a Member who owes any charges to the Association which are thirty (30) or more days past due.

(c) Prior to taking any action permitted by Article IV, Section 4.09, Subsection B, the Association will give written notice by certified mail, return receipt requested to the Delinquent Member, at the Delinquent Member's last known address, of the Association's intent to collect the rent. The notice will set forth the exact amount the Association claims is due and will indicate the intent of the Association to collect the past due charges from rent, along with any other amounts that become due in the future and remain

unpaid for thirty (30) days after becoming due, including any annual assessments lawfully accelerated pursuant to the Governing Documents. A copy of the notice will also be sent to the holder of the Unit's first security interest of record. Any cost incurred by the Association to ascertain the identity of the holder of the first security interest, including the cost of the preparation of a title search, will constitute additional charges due with respect to the Unit.

(d) A Delinquent Member will have ten (10) days from receipt of the notice required to be sent pursuant to paragraph (1) above to provide written proof of payment or a statement of the grounds upon which the assessment is disputed. Upon the failure of the Delinquent Member to respond within ten (10) days after receipt of the notice or within fifteen (15) days of mailing if no receipt is obtained, and provided that no written notice is received from the holder of the first security interest that it is exercising its right of assignment of rental proceeds, the Association will be entitled to notify and direct each tenant renting a Unit from the Delinquent Member to pay all or a portion of the rent otherwise due to the Delinquent Member to the Association. The amount to be applied from the rent will be limited to the lesser of:

(1) the amount as stated in the notice to the Delinquent Member, or

(2) an amount adjusted to reflect any calculation errors sought to be corrected by the Member, as stated in the response to the Association and verified by the Association, if timely sent.

(3) No offset will be allowed for amounts which are unrelated to claims of calculation errors. The Association will have a continuing right to collect the rent from the tenant or tenants until all delinquent charges are paid in full.

(e) Nothing provided by this Master Deed will prevent a Member or the Association from seeking a judicial remedy in a court of competent jurisdiction.

(f) Article IV, Section 4.09, Subsection B, will not affect the right of a holder of a first security interest, which is entitled to an assignment of rents and which has exercised its rights by written notice recorded in the Somerset County Register's Office and such holder of a first security interest may collect such rents in accordance with an assignment of rents under which it is an assignee.

3. The language of Article IV, Section 4.09, of the Master Deed is amended to include Subsection C, which shall read as follows:

C. Regulations on Leasing of Units.

(a) The leasing of a Unit does not relieve a Member from the obligation to comply with the Association's governing documents.

(b) 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 Member and the tenant ("Lease"). The Lease shall be for a minimum term of thirty (30) days, except when otherwise permitted by the Association's Master Deed or Bylaws. The Lease must contain a Lease Rider which may be promulgated by the Board of Trustees. The Lease and Lease Rider shall be signed by the Member and all lessees and occupants.

(c) All Members with existing arrangements for use or occupancy shall, within ten (10) days of this Amendment becoming effective, provide the Association with copies of all leases or other arrangements for use and/or occupancy, along with the Member's current address, and the names and other contact information of the tenant(s). All leases or documents of other arrangements must be signed.

(d) Within ten (10) days of executing a Lease Agreement or Lease Renewal, the Member shall submit payment of one (1) 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 Member 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 proration of this fee.

(e) Any Member 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:

(1) A fully executed copy of the Lease Agreement documents with a copy a Lease Rider.

(2) 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.

(3) For any renewal of a lease or occupancy period, the Member 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 Article IV, Section 4.09, Subsection C.

(4) If the tenant does not sign the Association's Lease Rider and any other documents required by the Association, the Member shall serve the tenant a Notice to Quit and prosecute an eviction in accordance with N.J.S.A. § 2A:18-61.1(i), or equivalent statute.

(5) Failure to abide with the entirety of this paragraph shall result in the posting of a \$500.00 fine per month to the Member's account. So long as the fine remains unpaid, the Member shall not be considered a member in good standing and all amenities of the community shall be denied to the Member and tenant.

(f) Units shall not be rented or used by Members 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 Member may lease less than an 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.

(g) All Leases shall:

(1) Be in writing and signed by Member and all lessees and occupants.

(2) 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 Article IV, Section 4.09, Subsection C, shall apply including the requirement that a Lease and Lease Rider be executed.

(3) Contain the contact information for the Member

with the Member's new address and telephone number.

(4) 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.

(5) Contain the Association's Lease Rider, signed by all parties to the Lease.

(h) In any leasing by a Member to his or her lessee, the persons occupying the Unit shall be deemed to be lessees whether or not each individual signs the Lease.

(i) Members shall be responsible for the conduct of their lessees and occupants and their respective guests. If a Member'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 Member of such violation(s) and demand that the same be remedied through the Member'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 Member 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 Member's own expense. Such action shall not be compromised or settled without the prior written consent of the Board of Trustees. In the event that the Member fails to fulfill the foregoing obligation, the Board of Trustees shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Member and at the Member'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 of Trustees in the same manner as the Board of Trustees enforces the collection of delinquent assessments. By acceptance of a deed to any Unit, each and every Member automatically and irrevocably names, constitutes, appoints, and confirms the Board of Trustees as the 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.

(j) Delinquency of Member/Lessor: Should a Member 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 Member/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.

(k) The failure of a Member, or his or her lessee or occupant, to comply with rules and regulations set forth in Article IV, Section 4.09, Subsection C, shall result in the posting of a \$50.00 fine per day to the Member's account for as long as the Member is not in compliance, for a maximum of thirty (30) days, with Article IV, Section 4.09, Subsection C. So long as the fine remains unpaid, the Member shall not be considered a member in good standing and all amenities of the community shall be denied to the tenant.

(l) If any provision of Article IV, Section 4.09, Subsection C, shall be deemed unenforceable or is struck down by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

AND BE IT FURTHER RESOLVED THAT THIS AMENDMENT to the Master Deed shall become effective upon the recording of this Amendment to the Master Deed in the Office of the Clerk of Somerset County.

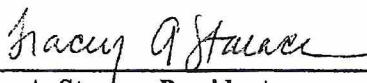
IN WITNESS WHEREOF, the Board of Trustees of Signal Point Neighborhood Condominium Association, Inc., has caused this instrument to be signed, sealed, and delivered by

its proper corporate officers this 12 day of May, 2022.

ATTEST:

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


Halli Lieberman, Secretary


Tracy A. Starace, President

STATE OF NEW JERSEY :
: SS
COUNTY OF SOMERSET :

I certify that on May 12, 2022 Tracey Starace, President and Halli Lieberman, Secretary of Signal Point Condominium Association personally appeared before me, 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, 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.

Mary Kathryn E. Koeck
Notary Public

Signed and sworn to me this

12 day of May, 2022

