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Bergen County Recording Data Page
Honorable John S. Hogan
Bergen County Clerk



Official Use Only - Barcode



17-073040 Deed
V Bk: 02737 Pg: 1216-1222 Rec. Fee \$93.00
John S. Hogan, Bergen County Clerk
Recorded 10/02/2017 08:55:57 AM

Official Use Only - Realty Transfer Fee

Date of Document:
08/23/2017

Type of Document:
Resolution w/Marginal Notation
to Master Deed

First Party Name:
Executive House Condominium Association

Second Party Name:

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:

Lot:

Municipality:

Consideration:

Mailing Address of Grantee:

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

Original Book:
Deed Book 6913

Original Page:
Page 917

BERGEN COUNTY RECORDING DATA PAGE
Please do not detach this page from the original document as it
contains important recording information and is part of the permanent record.

Record and Return to:
Donald M. Onorato, Esq.
15 Bergen Street, 2nd Floor
Hackensack, NJ 07601

EXECUTIVE HOUSE CONDOMINIUM ASSOCIATION, INC.
Resolution No. 2017-1
Rent and Leasing

WHEREAS, the Sponsor, Green Mountain Homes, Inc., a New Jersey corporation, recorded the Master Deed of Executive House Condominium Association, Inc., a New Jersey non-profit corporation (the "Association") in the Office of the Bergen County Clerk on April 18, 1985, in Deed Book 6913, Page 917, et seq. and as amended; and 916

WHEREAS, Article IV, Section 2 of the By-Laws authorizes the Association to exercise all powers and duties and authority necessary for the proper conduct and administration of the affairs of the Association which shall be managed by the Board of Trustees with all those powers granted to it by the Articles of Incorporation, Master Deed, By-Laws; and

WHEREAS, Article VII of the By-Laws as amended by the 6th Amendment to the Master Deed and By-Laws dated May 22, 2013 imposes certain restrictions on leasing the third parties and allows the Board to impose certain leasing rules;

WHEREAS, after considerable discussion, the Board deems it desirable and in the best interests of the Association to adopt a policy for leasing units to ensure compliance with the governing documents;

NOW, THEREFORE BE IT RESOLVED, that the Board on behalf of the Association shall adopt the following rules and procedures pertaining to Leasing:

1. Any lease of any Condominium Unit shall provide that the terms of the lease are subject to the terms and conditions of the Master Deed and By-Laws and shall provide for a minimum lease term of not less than one (1) year. No unit shall be leased by the Owner for transient or hotel purposes which shall be defined as a rental period of less than one (1) year and any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, furnishing, laundry and bellboy service. All leases shall include the proposed Lease Rider form attached hereto. No unit shall be leased unless the Unit Owner has owned the apartment for a minimum of 365 days.
2. No owner may lease less than an entire unit. The unit may be used only for normal residential living purposes.
3. Any Owner who leases any Condominium Unit shall, prior to the commencement of such lease, supply to the managing agent, the

name of each such tenant or lessee, number of residents, pets, if any, and the term of such lease and the address of the unit to be leased.

4. The Association shall maintain a record keeping system including registration of occupants of units under lease and charge the owner or tenant reasonable administrative fees as adopted by the Board from time to time.
5. All unit Owners wishing to lease their unit must have their prospective tenant(s) complete the lease rider form attached and include a non-refundable administrative fee of \$250.00, and mail a copy of the lease with the attached lease rider and fee to the attention of the Board of Trustees at the address of its management company a minimum of thirty (30) days prior to the start of the rental period. Failure of the Board to act within thirty (30) days of receipt of the lease and lease rider will indicate acceptance/approval of the form and the rental period indicated thereon. All rental applications will be retained by the Association's management company at their office. These applications are to be updated when applicable as the information contained therein serves to properly communicate with the parties involved.
6. Unit Owners who fail to have tenants complete the lease rider form and who allow occupancy of a unit prior to acceptance/approval of the Board of Trustees will be subject to penalties for noncompliance without approval of the Board of Trustees.
7. When a Unit Owner leases to two (2) or more unrelated persons, each person must sign the lease and the lease rider. However, only one \$250.00 administrative fee must accompany the forms if submitted at the same time. Furthermore, if any person (tenant) shall move out of the unit prior to completion of the rental period, the Unit Owner must have the new tenant(s) submit a new lease rider form and include the \$250.00 administrative fee even though only one person (tenant) may have moved. If the number of occupants living in a unit differs from that stated in the lease rider, the tenant will be deemed in breach of his lease and subject to eviction.
8. Each Unit Owner shall inform his prospective tenant(s) that the tenant(s) are obligated to abide by the Master Deed, By-Laws and rules and regulations of Executive House Condominium Association, Inc. The Unit Owner must notify the tenant(s) when the Association sends notices, newsletters or other communications that concern all residents of Executive House

Condominium Association.

9. If a Unit Owner is in arrears in the payment of his common area maintenance or other fines and assessments, all tenants' recreational privileges are suspended. The Association may request that the tenant make payment to the Association of its rent and that the Association will apply same to the Unit Owner's outstanding balance. Any surplus will be sent to the Unit Owner. Failure of the tenant to make payment of rent to the Association will be a violation of the Rules and Regulations and the Tenant shall be subject to the remedies set forth therein.
10. The Unit Owner is at all times responsible for all membership dues, assessments and fines owed to the Association, and will be subject to the procedures in effect governing the collection of same.
11. Should the tenant(s) fail to fully comply with the provisions of the Master Deed, By-Laws or rules and regulations of Executive House Condominium Association, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such default(s) and demand the same be cured through the Unit Owner's efforts within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant(s) on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner, 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 particular unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of common expenses. By acceptance of a Deed to any unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as the attorney-in-fact for the purposes described in this paragraph.
12. No Unit Owner shall be permitted to lease his unit until he has satisfied all unpaid common expenses assessed by the Association against his unit and until he shall have satisfied all unpaid liens against his unit as set forth hereinabove.

13. No Unit Owner shall be permitted to lease his unit until he has obtained any approval required by the city of Hackensack. Additionally, a Unit Owner must present a copy of a continued certificate of occupancy for any unit which is rented and must also obtain a new certificate of occupancy when a Unit Owner leases his unit to a new tenant, if required.
14. No Unit Owner shall be permitted to lease his unit until he has provided to the Association with a copy of a criminal background check evidencing that any proposed Tenant(s) has not been convicted or arrested for any felony or other types of violations considered crimes under the New Jersey Criminal Code.

EXECUTIVE HOUSE CONDOMINIUM ASSOCIATION

Resolution Type: Policy No. 2017-1
 Regarding: Rent and Leasing

Duly adopted at a meeting of the Board of Directors of Executive House Condominium Association held on 8/23/17, 2017.

<u>OFFICERS</u>	VOTE		
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
<u>[Signature]</u>		<input checked="" type="checkbox"/>	
<u>[Signature]</u>		<input checked="" type="checkbox"/>	
<u>[Signature]</u>		<input checked="" type="checkbox"/>	
<u>[Signature]</u>		<input checked="" type="checkbox"/>	
<u>[Signature]</u>		<input checked="" type="checkbox"/>	

Resolution Effective: 8/23, 2017

I hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Executive House Condominium Association held on _____ 2017.

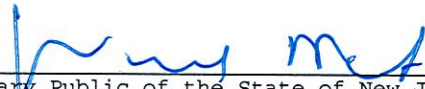
Executive House Condominium Association.

By: [Signature]
 Marlene Costagliola, President

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

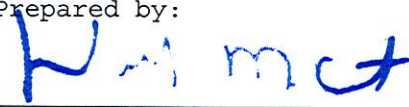
BE IT REMEMBERED, that on this 23rd day of August, 2017, before me, the subscriber, personally appeared, MARLENE COSTAGLIOLA, who being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the President for of Executive House Condominium Association, the Corporation named in the within instrument; that the execution of this document as well as the making of this instrument, has been duly authorized by a proper vote of the membership and a proper resolution of the Board of Trustees of said corporation; and that the seal affixed to the instrument is the proper corporate seal and was thereto affixed and said instrument was signed and delivered by the acting President as and for the voluntary act and deed of said corporation, in the presence of deponent, who thereupon subscribed his name as attesting witness.

Sworn and Subscribed to
before me on this 23rd
of AUGUST , 2017



(Notary Public of the State of New Jersey)
DONALD M. ONORATO
ATTORNEY AT LAW
STATE OF NEW JERSEY

Prepared by:



Donald M. Onorato, Esq.