

London Court Condominium Association

" A COMMUNITY ON THE GO"

Office of the Administrator Egg Harbor Township, NJ 08234 609-272-9975

RE: Tenant Kit:

Greetings:

Enclosed please find the revised forms required by the London Court Condominium Association when leasing your unit.

All forms must be completed and forwarded to our office at least seven (7) business days prior to the tenant moving in. No occupancy is permitted until the tenant and their documents are approved by the Association. All tenants must report to the Administrators office, prior to occupancy, for an interview. You may schedule an interview by calling 609-272-9975 for an appointment.

A \$ 100.00 Registration fee must accompany the documents.

Please advise your tenant that the parking areas in London Court are for parking of motor vehicles only. No commercial vehicles, trailers motorcycles or boats are permitted.

All occupants residing within a unit must be named in paragraph # 6 of the London Court Lease Rider which must be attached to an original copy of the lease agreement.

The unit owner's account with London Court must be current, no lease will be approved for a unit that has an assessment in arrears.

All pets must be registered with the Association .

We will provide the tenant with their own copy of the rules at the time of their interview.

Please make as many copies of the forms enclosed in this package as you may need for future leases and dispose of any former forms you may have in your possession.

Should you have any questions, please do not hesitate to contact me.

Kindest regards.

Paul C. Mazzone
Business Administrator

PCM/st

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OWNER INFORMATION

| | NOTE: All | parking, pool and oth | er privileges will be revoke | d for any unit whose fe | es are not current! | |
|-----------|---------------------|---|---|------------------------------|-----------------------|------|
| Unit Ad | dress: | | | | | |
| Date of | ownership: | | | | | |
| Owner | Name: | | | | | |
| Owner | Name: | | Is this unit Ow | Is this unit Owner Occupied? | | |
| Telepho | one Number: | Email Address: _ | | | | |
| Emerge | ency Contact | *************************************** | | | | |
| Occupa | nts Living In Unit. | Other Than Owners | Tenant Section | 1 | | |
| Name: | | | Age: Phone # | | | |
| Name: | | | Age: | | | |
| Name: | | | Age: | | | |
| Name: | | | Age: | | | |
| /EUTCI | E PARKING INFO | DMATION: | | | | |
| TETTICE | | | LICENSE DI ATE # | CTICLED # | SPACE # | ٦ |
| | MAKE | MODEL | LICENSE PLATE # | STICKER# | SPACE # | |
| <u>#1</u> | | | | | | |
| #2 | | | | | | - |
| | | ~ | | | | |
| arking | permits I unders | tand that there are on | , am the owner of Unit # ly two vehicles permitted p ch replacement permit. | | | |
| | | stand that should I los | e my pool pass band, I will inent pool bands. | be charged \$50.00 for | each replacement pool | pass |
| SIGNED: | | | DATE: | | | |
| SYM: | | | DATE: | | | |

THE LONDON COURT CONDOMINIUM ASSOCIATION POLICY RESOLUTION NO. 2, as amended 8-1-03 USE OF UNITS AND COMMON ELEMENTS

Pertaining to the Rules and Regulations on lease and transfer of units Effective January 1, 2004

NOTE: AMENDMENTS ARE IN BOLD ITALIC

WHEREAS, the Bylaws of the Association permits the leasing of units by Unit Owners provided the lease is in writing, is for a term not less than one (1) year, and is subject to the provisions of the Master Deed, Bylaws and Rule and Regulations of the Association;

WHEREAS, the Association is authorized to evict tenants of units if they are in violation of the Association's Governing Instruments..

WHEREAS, the Association is called upon to provide various types of information to contract purchasers of a unit, including copies of the Association's Governing Instruments and financial information and statements of account for a unit; and

WHEREAS, the Association wishes to enact regulations which will enable it to keep track of the conveyances of units and control the leasing of units and to defray the administrative cost attendant thereto and insure compliance with the Governing Instruments including Rules and Regulations by owners and tenants;

Whereas, an amendment to the Uniform Act, adopted in 1994, permits associations to enact rules that effect unit interiors and restrict leasing to conform to institutional lender requirements.

NOW, THEREFORE, BE IT RESOLVED THAT pursuant to the Master Deed the Association hereby adopts the following regulations governing the transfer and lease of units:

A. Each Unit Owner shall notify the Association's on-site management office of any contract for the conveyance of a unit with the Condominium, including the date that the transfer is projected to occur as well as the name and address of the purchaser(s) and his/their attorney. Notice shall be provided within seven (7) days from the date of settlement.

B. No unit may be leased or rented within the first 12 months from the date of settlement. All units must be owner-occupied during the first 12 months.

C. Each purchaser will be assessed an administrative charge in the amount of \$100.00 to be paid at or prior to settlement to offset the cost of processing the information relative to the transfer & registration, to provide the purchaser with an official statement of the

account of the unit to be sold. The fee shall not apply to transfer resulting from Sheriff's deeds. All other transfers regardless of the consideration, shall be subject to the fee.

- D. If the administrative charge is unpaid at the time of closing, then it will be added to the next monthly assessment payment and will be collected in the same manner as the regular monthly payments, and shall constitute a lien on the unit.
- E. All leases for units at the Association shall not be for less than a term of one (1) year and no unit shall be leased by the Owner for transient or hotel purposes. No Owner may lease less than an entire unit and the unit may only be used for normal residential purposes and not for commercial purposes. No owner shall be permitted to lease any unit more than two times within a 12 month period.
- F. Any Owner who leases any unit shall, prior to the commencement of such lease, supply to the on-site manager of the Association the name of each such tenant, the term of such lease, a copy of the lease and the completed and fully executed lease rider attached as Exhibit "A"and a \$100.00 administrative charge. No unit may be leased without the attached lease rider.
- G. When a Unit Owner rents or leases to two (2) unrelated persons, each person must sign the lease and lease rider. If any person 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 and lease. If the number of occupants living in a unit differs from that stated in the lease/lease rider, the tenant will be deemed in breach of his lease and subject to eviction.
- H. Each Unit Owner shall inform his prospective tenant(s) that the tenant(s) are obligated to abide by the Governing Instruments and Rules and Regulations of the Association.
- I. If the Unit Owner is in arrears of his assessment, fines or other dues, the tenants recreational & parking privileges will be suspended. The Association may request that the tenant make payment to the Association of its rent and the Association will apply same to the Unit Owners outstanding balance. Failure of tenants to make such payments to the Association will be a violation of the rules and regulations and subject to remedies set forth herein.
- J. In the event a tenant shall violate the Governing Instruments of the Association, the Association shall, after ten (10) days written notice to the Unit Owner and the tenant begin eviction proceedings against the tenant as authorized under Article VII, Section 1 of the Bylaws.
- K. All parking rights associated with the leased unit shall be transferred to the tenant and may not be leased or used by any other unit.
- L. Failure to comply with this regulation concerning the transfer or lease of units shall result in the imposition of a fine in an amount to be determined by the Board, which shall be added to the monthly assessment and collected in the method provided for collecting assessments in the Governing Instruments. In addition, the Board may exercise all of its rights permitted by law and the Governing Instruments.

EXHIBIT A

LONDON COURT CONDOMINIUM ASSOCIATION REGULATION OF LEASE OF UNITS LEASE RIDER

This Rider to the Lease Between (hereinafter "landlord"/"unit owner") and (hereinafter "tenant(s)") entered into this day of .20

It is hereby agreed to as follows:

1. <u>LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS</u>. The provisions of the Association governing document, including By-Laws and Rules and Regulations of the Association, constitute material provisions of this Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Association's governing documents, the governing documents will control.

2 VIOLATIONS OF GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION.

Failure to comply with the Association governing documents as defined in the preceding paragraph constitutes a material breach of this Lease and is grounds for eviction. In the event that the Tenant violates a provision of the governing documents and, after notice by the Association of the Landlord, continues to violate the governing documents, the Landlord shall have the obligation to commence eviction proceedings against the Tenant. If the Landlord fails to commence eviction proceedings and notify the Association of the commencement of those proceedings within thirty (30) days from the date of notice by the Association, then the Association may commence eviction proceedings in the name of the Landlord against the Tenant. The Landlord will then be responsible to pay the Association's legal fees and costs in such proceedings

- 3 <u>NO AMENDMENT OR SUBLET</u>. The tenant will not sublet all or part of the unit being leased without consent of the Association.
- 4. <u>INJURY DAMAGE OR LOSS</u>. The tenant promises to give the unit owner and the Association prompt notice of any accident to or defects in the water pipes, gas pipes, heating apparatus, or other equipment or appliances in the unit.

The Association may enter the unit without the consent of the tenant in case of emergency. The Association shall not be responsible for any damage resulting from such entry except damage caused by its own negligence.

The tenant is liable to the unit owner and the Association for any damage sustained by the unit owner of any other and caused by the tenant or the guest, family, agents or employees of the tenant.

- 5. FAILURE OF UNIT TO PAY ASSOCIATION DUES. If a unit owner is in arrears of his dues 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 owners 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 these Rules and Regulations and subject to the remedial action set forth herein, including but not limited to evictions.
- 6. <u>OCCUPANTS.</u> Residential units are limited to occupancy by single families, and storage areas are limited to accessory storage, both as defined in the declaration. Single families shall be defined as a group of individuals living together as a single, non-commercial, non-profit household, cooking and eating together with a common kitchen and dining area. No more than two persons in number per bedroom as designated on the building plans filed with the Egg Harbor Township, NJ building official may occupy a Unit.

The following forms of occupancy are prohibited: single family residences containing three or more individuals who may or may not be unrelated, who are: (a) supervised under an institutional or governmental program related to a mental illness, handicap, or mental retardation that, by its character or activities, would impose additional supervision, security, administration, or insurance burdens on the Association; or (b) persons in transition from incarceration. Nothing shall prohibit the unsupervised ownership, occupancy, or other accommodation of persons by virtue of their mental retardation, handicap, or familial status as defined by the federal Fair Housing Act.

| Name: | |
|--|---|
| Name: | |
| Name: | _ |
| Name: | |
| Name: | - |
| Name: | _ |
| IF PERSONS OTHER THAN THOSE LISTED AB BE IN VIOLATION OF THIS LEASE AND SUBJECT | |
| 7. This is a bedroom unit, therefore only two property. If more cars are parked on the court the subject to eviction & towing, at their expense. | |
| 8. The unit owner has agreed to permit the tenant to subject to the rules and regulations of the Association. | o keep only those domestic pets listed below, if any, |
| Dated the day of 20 , | |
| By: Unit Owner | |
| Unit Owner | |
| By: Tenant | |
| Tenant | |